

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 16, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [Recognition of outgoing Student Council Representative, Reah Sahagun and introduction of incoming Student Council Representative, Jose Estrada. \(City Clerk\)](#)
2. [Farewell to Miss National City and Court 2015, and Introduction of Miss National City and Court 2016. \(Community Services\)](#)
3. [Equinox Project's 2016 San Diego Regional Quality of Life Dashboard - Stephen Heverly, Senior Project Manager - Equinox Project](#)
4. [6th Annual "Career Pathways to Success" Job Fair - Jacqueline Reynoso, President, National City Chamber of Commerce and Diane Rose, Executive Director, South County Career Center.](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Approval of the Minutes of the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of August 2, 2016 and the Corrected Minutes of the Regular Meeting of the City Council and Community Development](#)

Commission - Housing Authority of the City of National City of June 21, 2016. (City Clerk)

7. Resolution of the City Council of the City of National City waiving the bid process pursuant to NCMC 2.60.220(B) and (C) for the sole source purchase of five (5) ZOLL X Series Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in the amount of \$89,463.40 to be added to the \$80,490.00 from the Regional Cooperative Care Program RCCP/AMR totaling \$169,953.40. (Fire)
8. Resolution of the City Council of the City of National City ratifying the acceptance of \$18,000 grant from the California Library Literacy Services (CLLS) to fund the Library's literacy services for FY2016-17; and authorizing the establishment of fund appropriations and a corresponding revenue budget. (Library)
9. Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located at 2323 E. Division Street, to enhance visibility for drivers exiting the shopping center. (TSC No. 2016-03) (Engineering/Public Works)
10. Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street (TSC No. 2016-05). (Engineering/Public Works)
11. Resolution of the City Council of the City of National City approving the Final Audit Report for the Morgan Square Business Improvement District for the period from January 1, 2008 through and including June 30, 2014. (Planning)
12. Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \$2,860,739.05. (Finance)
13. Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \$232,627.99. (Finance)
14. Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \$3,498,058.40. (Finance)

PUBLIC HEARINGS

15. Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP) (Planning)

16. [Public Hearing conducted in accordance with California General Code Section 52201 to discuss and consider the findings of a Summary Report pertaining to the sale and conveyance of certain Real Property located in the City of National City with a street address of 1640 E. Plaza Blvd., \(APN # 557-410-20\), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions. \(Housing and Economic Development\)](#)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

17. [Resolution of the City Council of the City of National City accepting the findings made in the Summary Report pursuant to California General Code Section 52201 pertaining to the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Blvd. in National City to Palm Plaza Associates, LLC and approving a Real Property Purchase and Sale Agreement and Joint Escrow Instructions for said vacant land. \(Housing & Economic Development\)](#)
18. [Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \\$100 of assessed valuation to 0.88 cents, a decrease of 4.55% \(Finance\)](#)
19. [Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room \(Novo Brazil\) at 27 & 41 East 8th Street. \(Applicant: Joshua Renner\) \(Case File 2016-12 CUP \(Planning\)](#)
20. [Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of 250 feet of A Avenue located south of East 28th Street and north of East 29th Street. \(Applicant: Frank Motors\) \(Case File No. 2013-23 SC\) \(Planning\)](#)
21. [Resolution of the City Council of the City of National City, 1\) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \\$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2\) authorizing a 15% contingency in the amount of \\$374,538.75 for any unforeseen changes; 3\) authorizing the Mayor to execute the contract; and 4\) authorizing the appropriation of \\$1,500,000 in the Sewer Upsizing CIP account from Sewer Service Fund balance. \(Engineering/Public Works\)](#)

NEW BUSINESS

22. [Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees. \(Neighborhood Services\)](#)
23. [City Council direction regarding parking options for El Toyon Park parking lot. \(Engineering/Public Works\)](#)
24. [City Council Policy #118 - City Council attendance at staff-level working groups. \(City Manager\)](#)
25. [City Council discussion of term limits for City Council members. \(City Manager, City Clerk and City Attorney\) **Continued from Council meeting of 6/21/16**](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 6, 2016 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Recognition of outgoing Student Council Representative, Reah Sahagun and introduction of incoming Student Council Representative, Jose Estrada. (City Clerk)

Item # ____

08/16/16

**RECOGNITION OF OUTGOING
STUDENT COUNCIL REPRESENTATIVE, REAH SAHAGUN
AND INTRODUCTION OF INCOMING
STUDENT COUNCIL REPRESENTATIVE, JOSE ESTRADA**

City Clerk

The following page(s) contain the backup material for Agenda Item: Farewell to Miss National City and Court 2015, and Introduction of Miss National City and Court 2016. (Community Services)

ITEM #

8/16/16

**FAREWELL TO MISS NATIONAL CITY AND COURT 2015,
AND INTRODUCTION OF MISS NATIONAL CITY
AND COURT 2016**

(COMMUNITY SERVICES)

The following page(s) contain the backup material for Agenda Item: Equinox Project's 2016 San Diego Regional Quality of Life Dashboard - Stephen Heverly, Senior Project Manager - Equinox Project

ITEM #
8-16-16

**EQUINOX PROJECT'S 2016 SAN DIEGO REGIONAL
QUALITY OF LIFE DASHBOARD**

**STEPHEN HEVERLY, SENIOR PROJECT MANAGER –
EQUINOX PROJECT**

EQUINOX PROJECT

An initiative of



Center for
Sustainable Energy®

San Diego Regional Quality of Life Dashboard

National City City Council

August 16, 2016

Stephen Heverly, Senior Project Manager

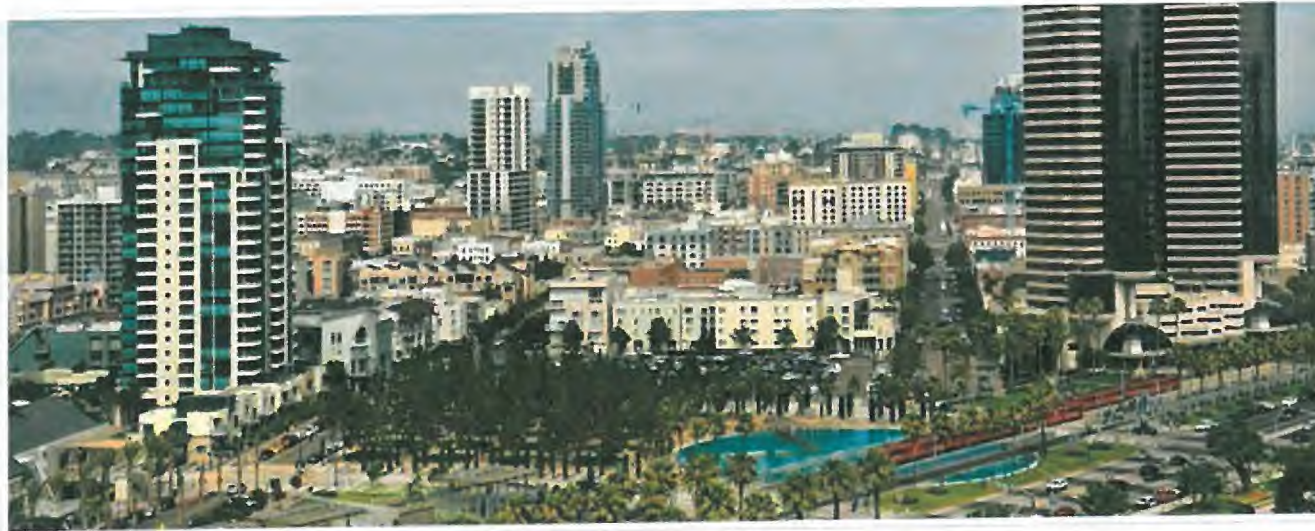


Center for
Sustainable Energy®

The New *Equinox Project*

Center for Sustainable Energy Unites with Equinox Center

Wednesday, January 27, 2016



Newly formed Equinox Project will enhance and expand quality of life research and analysis

CSE has announced a merger with the San Diego-based nonprofit Equinox Center. The union officially creates the Equinox Project, an initiative to be directed by CSE to enhance and expand the work of the former Equinox Center, which focused on environmental, economic and civic affairs in the region.

EQUINOX • PROJECT

An initiative of



Center for
Sustainable Energy®



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facebook.com/TheEquinoxProject



Center for
Sustainable Energy®

What Gets Measured, Gets Managed Better

The Equinox Project's principal publication, *The San Diego Regional Quality of Life Dashboard* presents a comprehensive view of environmental and economic indicators aimed at advancing development of intelligent policy in the region.

What we do

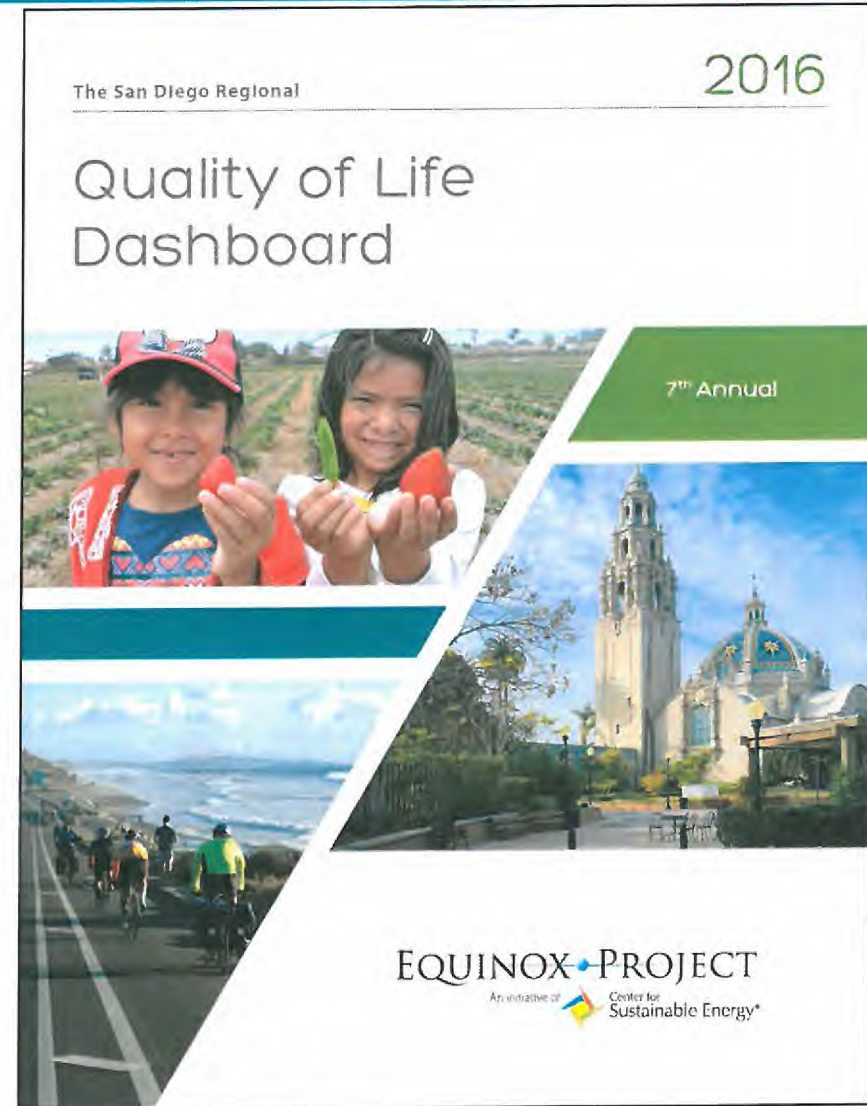
- Inspire
- Inform
- Engage

Why we do it

- Protect our environment
- Promote a strong economy
- Enhance quality of life

How we do it

- Policy research
- Outreach & advocacy
- Civic engagement



#SDQoL



Center for
Sustainable Energy™

2016 Indicators

- 4  Air Quality
Unhealthy Air Quality Days
- 6  Border Region
Cross-Border Economic and Environmental Metrics
- 8  Climate Change
Climate Emissions, Action Planning and Sea Level Rise
- 10  Economy
Employment Metrics
- 12  Economy
Entrepreneurship
- 14  Energy
Renewable Energy
- 16  Energy
Residential Electricity Consumption
- 18  Housing
Housing Affordability
- 20  Land Use
Park Access
- 22  Transportation
Electric Vehicle Sales and Infrastructure

- 24  Transportation
Transportation Choices
- 26  Transportation
Vehicle Miles Traveled
- 28  Waste
Landfill Waste Disposal
- 30  Water
Water Use
- 32  Water
Beach Closures and Advisories

-  Improved >1%
from the previous year
-  Improved <1%
from the previous year
-  Worsened <1%
from the previous year
-  Worsened >1%
from the previous year
-  Neutral or no data
from the previous year

Key Findings

Regional Topics

- Economy
- Renewable Energy

Local National City Topics

- Air Quality - Asthma
- Land Use – Park Access
- Electric Vehicles
- Waste
- Water Consumption



Venture capital and new high-tech and life science startups boosted the economy in 2015, but wages are growing slowly. p. 12



San Diego's energy sources are getting cleaner, with more renewable energy coming from the region's utility and local rooftop solar systems. p. 14



New data tracking electric vehicle sales and infrastructure development shows California in the lead to decarbonize transportation. p. 22



San Diego County continues to throw away the most trash compared to other major counties in California. p. 28



Top-down drought restrictions and limits on water supplies allocated to the region slowed consumption of water. p. 30

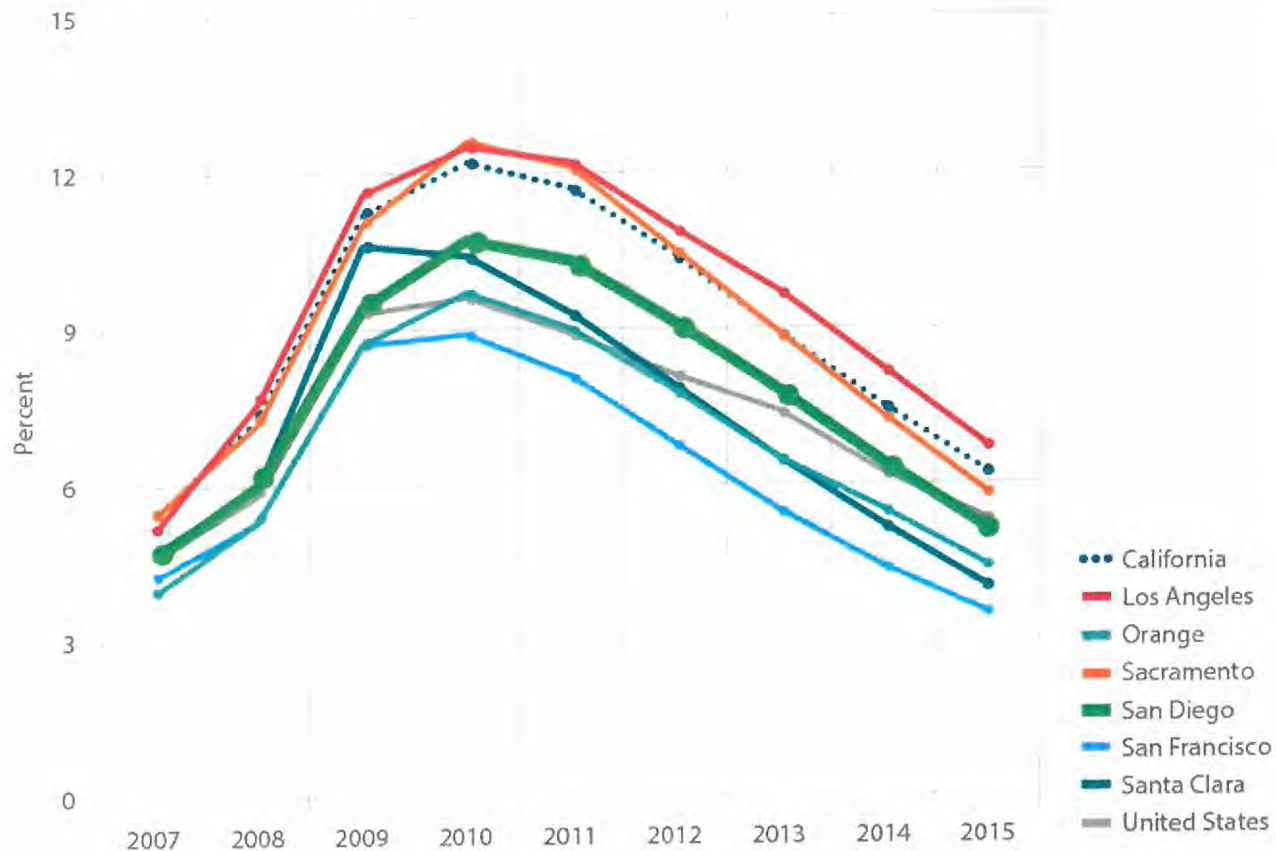


What's your key indicator? Connect with the Equinox Project social networks on Facebook and Twitter to let us know.

Regional Economy

Unemployment Rate

(Not seasonally adjusted, select counties vs. state & national averages, 2007-2015)



Data Sources: Equinox Project, 2016; U.S. Bureau of Labor Statistics, 2016



@EquinoxProject



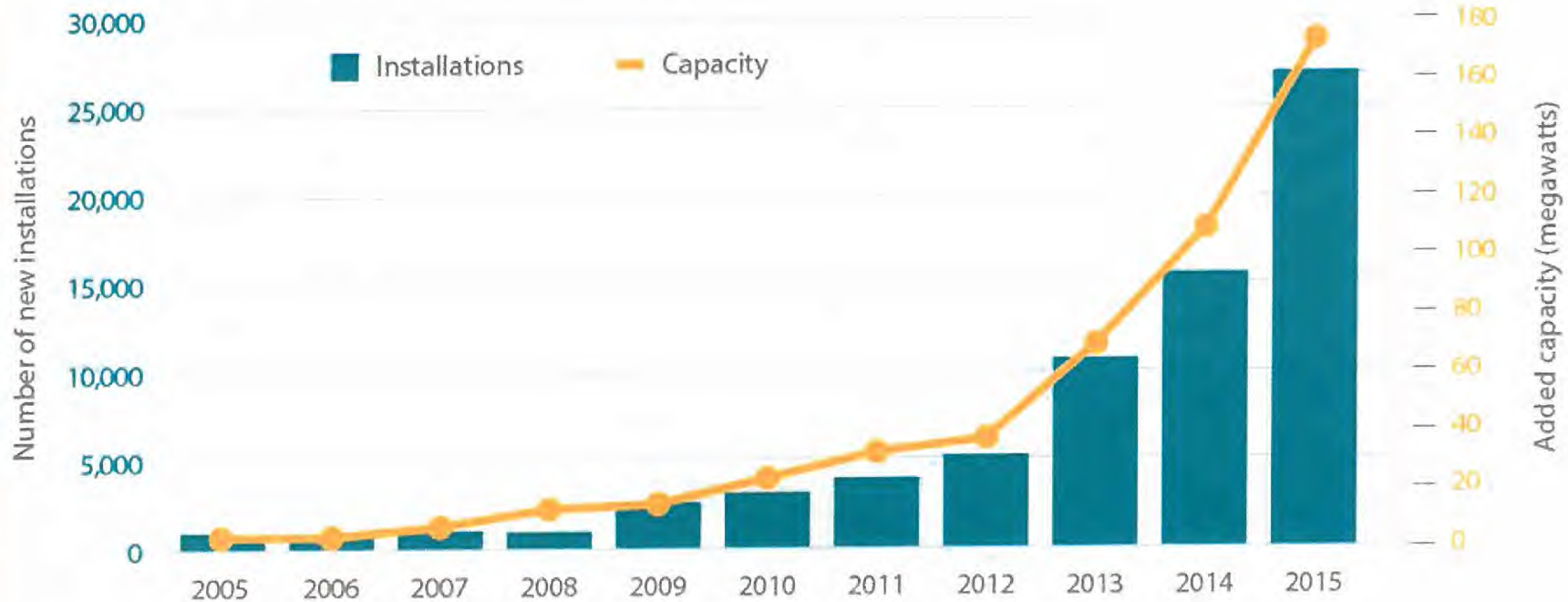
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Regional Renewable Energy

Growth in Distributed Solar Installations and Capacity
(SDG&E Service Territory, 2005-2015)



Data Sources: Equinox Project, 2016; California Solar Statistics, 2016

#SDQoL



Regional Renewable Energy

Renewable Energy as a Percentage of SDG&E Sales (2014)



Data Sources: Equinox Project, 2016; San Diego Gas & Electric, 2015; California Public Utilities Commission, 2015



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Center for
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Local Air Quality



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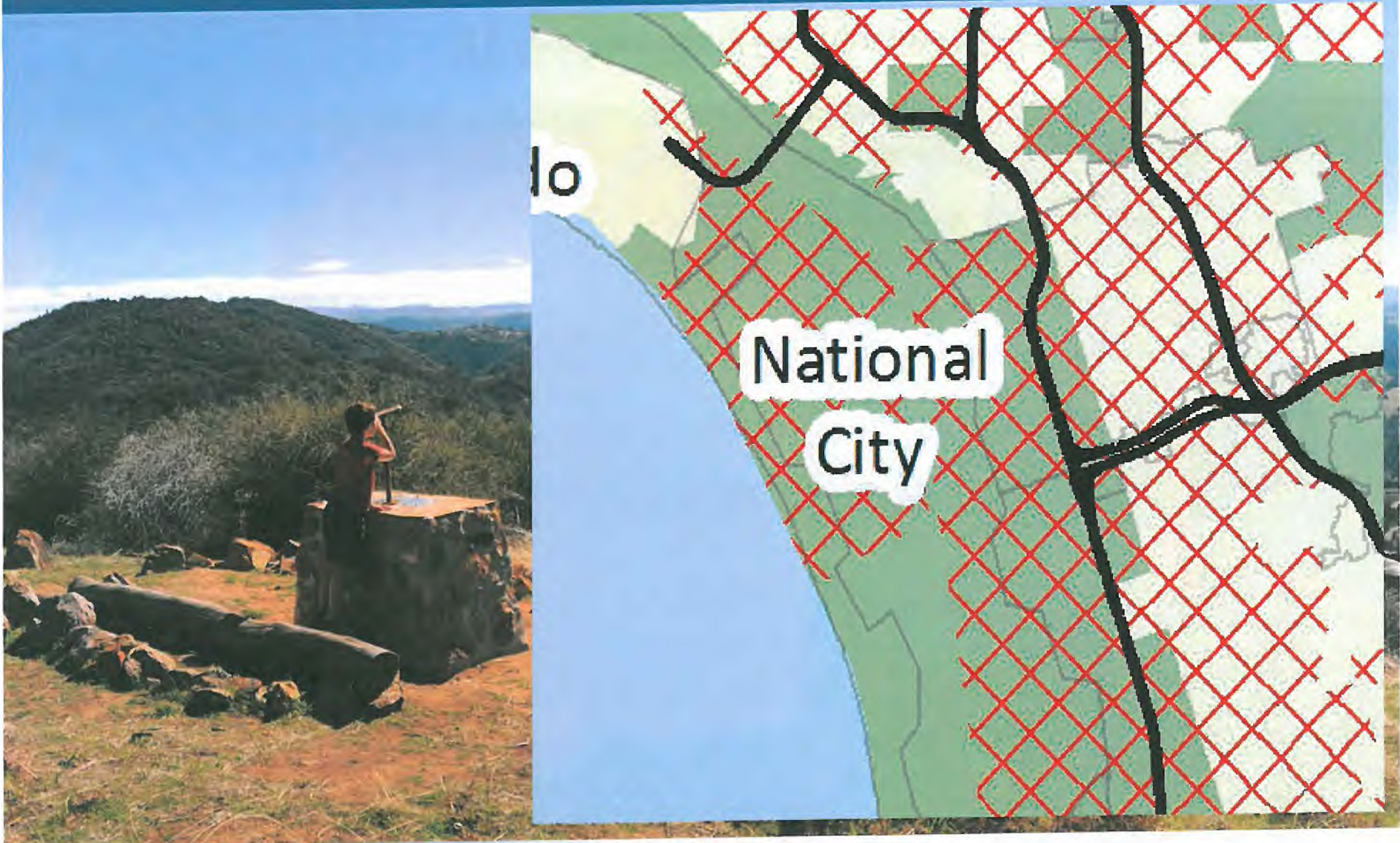


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Local Land Use



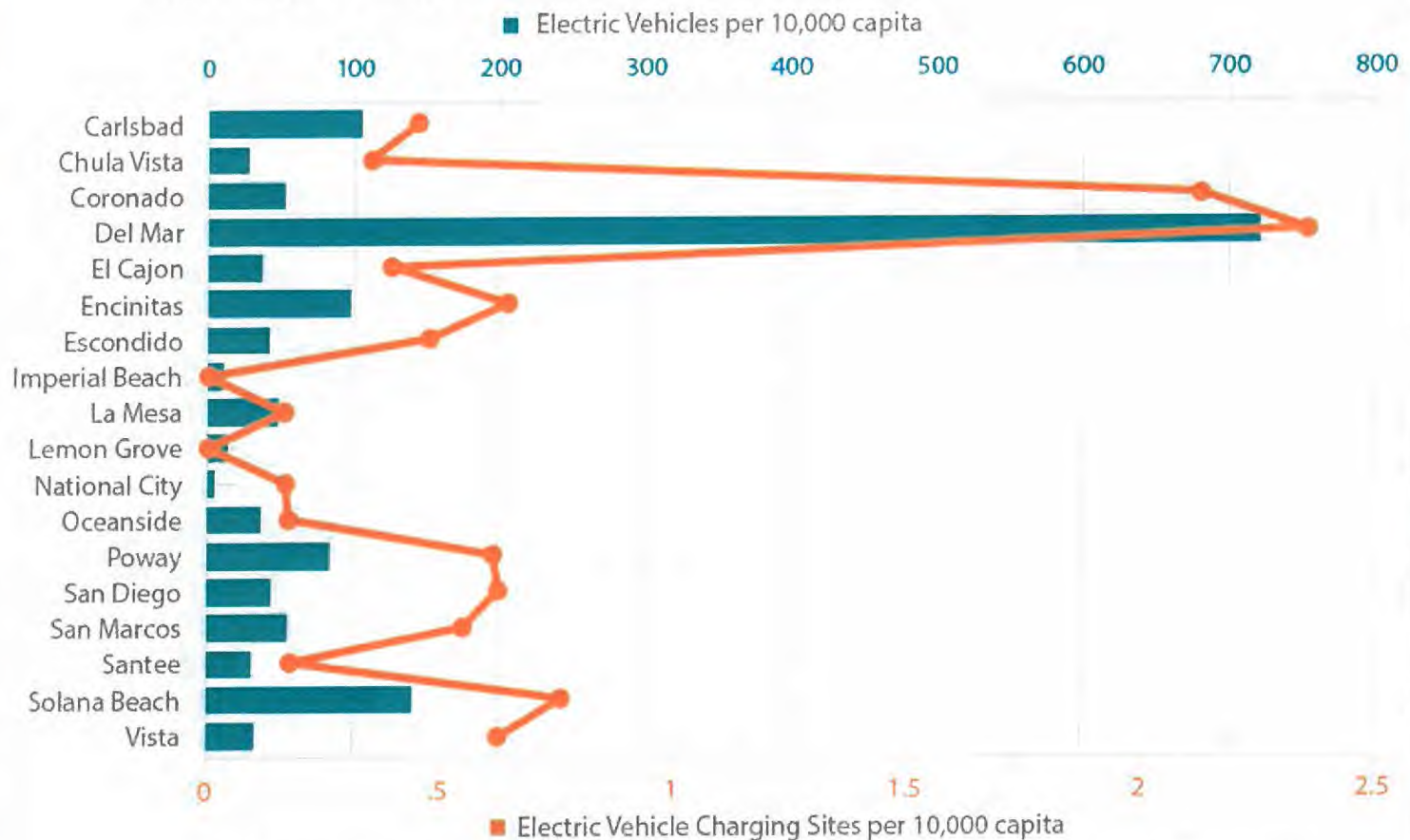
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Local Electric Vehicles & Infrastructure



Number of Electric Vehicles and Charging Sites per 10,000 capita
(San Diego County jurisdictions, 2015)



Data Sources: Equinox Project, 2016; Clean Vehicle Rebate Project, 2016; U.S. Department of Energy, 2016; California Department of Finance, 2016



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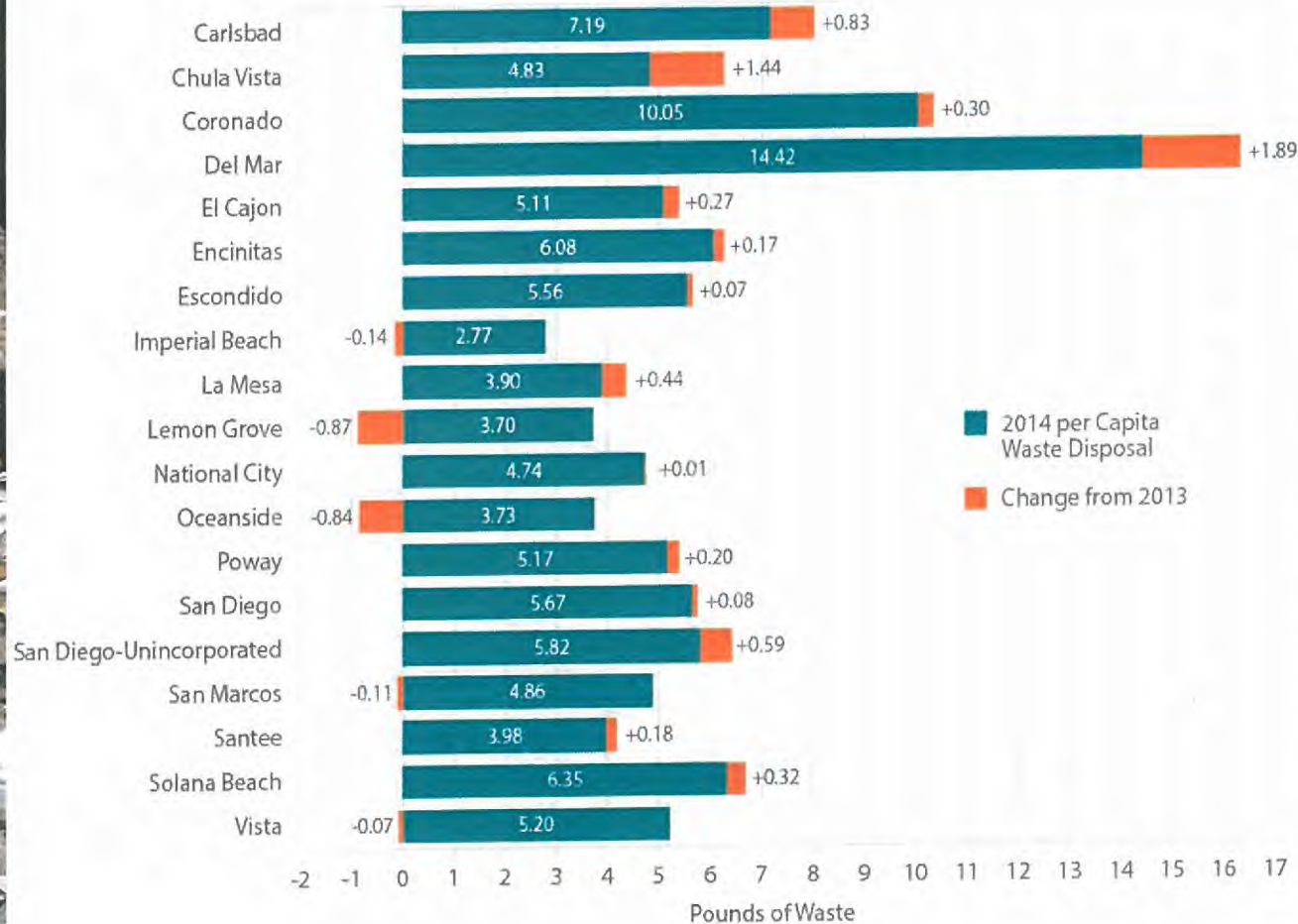
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Sustainable Energy

Local Waste Generation

Daily Waste Disposal per Capita (San Diego County jurisdictions, 2013-2014)



Data Sources: Equinox Project, 2016; CalRecycle, 2016; California Department of Finance, 2015

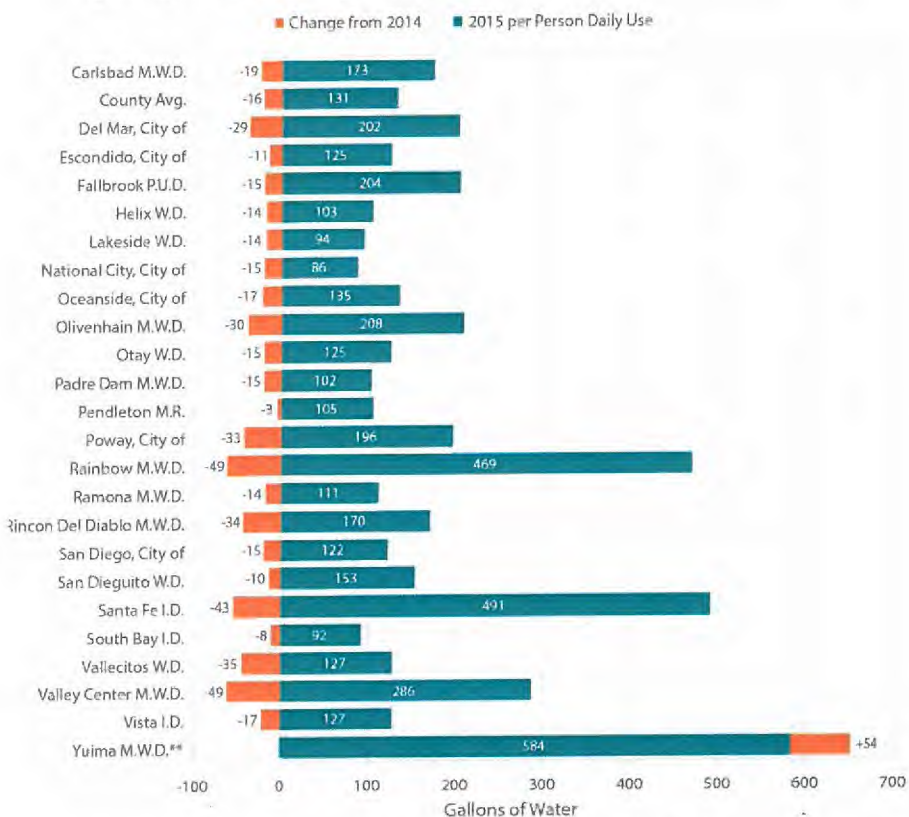


#SDQoL



Local Water Consumption

Estimated Daily Municipal & Industrial Water Use per Capita* (SDCWA member agencies, FY 2015 vs. change from 2014)



*Includes non-certified agricultural water use and/or agricultural water use served by local water

**Yuma M.W.D. increase in municipal and industrial GPCPD attributable to a decreased proportion of Special Agricultural Water Rate (SAWR) supply to total potable use in FY 2015

Data Sources: Equinox Project, 2016; San Diego County Water Authority and Member Agencies, 2016



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Sustainable Energy

Thank You

Send your #SDQoL indicator ideas out to the world!



@EquinoxProject



facebook.com/TheEquinoxProject

Stephen Heverly, Senior Project Manager

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stephen.heverly@energycenter.org

*We work nationally in the clean energy industry and
are always open to exploring partnership opportunities.*



The following page(s) contain the backup material for Agenda Item: 6th Annual "Career Pathways to Success" Job Fair - Jacqueline Reynoso, President, National City Chamber of Commerce and Diane Rose, Executive Director, South County Career Center.

**ITEM #
8-16-16**

**6TH ANNUAL "CAREER PATHWAYS TO
SUCCESS" JOB FAIR**

JACQUELINE REYNOSO

PRESIDENT, NATIONAL CITY CHAMBER OF COMMERCE

and

DIANE ROSE

EXECUTIVE DIRECTOR, SOUTH COUNTY CAREER CENTER



REPORT TO CITY COUNCIL

6th Annual "Career Pathways to Success" Job Fair

Presented by the National City Chamber of Commerce
and South County Career Center

Report prepared by Jacqueline L. Reynoso, President/ CEO
National City Chamber of Commerce

REPORT TO CITY COUNCIL

6th Annual "Career Pathways to Success" Job Fair

SUMMARY

The National City Chamber of Commerce partnered with the City of National City, the Small Business Development Center, and the South County Career Center, Business Services division to deliver the 6th Annual "Career Pathways to Success" Job Fair. The job fair was held at the Martin Luther King Jr. Community Center located at 140 East 12th Street, National City, CA 91950. The event date was Wednesday, April 13, 2016. Close to 650 job seekers attended the job fair. Based on a sample of respondents, 13% of the job seekers were National City residents.

Compared to 2015, we saw a 29% increase in total job seekers. Furthermore, employer participation also increased by 18% from 2015 to 2016.

Since the job fair's inception in 2011, the City's unemployment rate has dropped significantly from 20% to 6.5% in 2016. According to SANDAG "The growth in population will drive job growth and housing demand within the region – adding nearly 500,000 jobs and more than 330,000 housing units by 2050." This job fair is organized annually to promote job creation and economic development in National City.

Seventy-four (74) area employers from the healthcare services, hospitality sector, automotive, maritime industry, retail, as well as other key industry sectors participated in the job fair. Employers offered employment opportunities for over 2,000 local jobs.

The Small Business Development Center at Southwestern College hosted the onsite Entrepreneurship Center (EC). The EC featured representatives from five (5) business development agencies including the ACCION San Diego, Small Business Development Center, Thomas Jefferson School of Law, Andreas USA, and Legal Shield.

"National City is taking a proactive approach to reduce the City's unemployment rate. We are working to create a thriving community by connecting residents to employment opportunities. The city approved this annual job fair as a city co-sponsored event due to its success and impact in our community."

-Leslie Deese, City Manager, National City

NATIONAL CITY, CA UNEMPLOYMENT RATES

The current unemployment rate for National City is 6.5% as reported in August 2016 by the U.S. Bureau of Labor Statistics.

The National City Chamber of Commerce initiated collaborations with key community partners in 2011 to implement an annual job fair accessible to National City residents. The first job fair was held on April 5, 2012. Since the job fair's inception 4 years ago, the City's unemployment rate has decreased by 11.2% from an unemployment rate of 17.7% in June 2012 to 6.5% in June 2016.

Month/Year	National City, CA%	California%	National %
1 / 2016	6.0%	5.7%	4.9%
2 / 2016	5.9%	5.5%	4.9%
3 / 2016	6.0%	5.4%	5.0%
4 / 2016	5.7%	5.3%	5.0%
5 / 2016	5.3%	5.2%	4.7%
6 / 2016	6.5%	5.4%	4.6%
Month/Year	National City, CA%	California%	National %
1 / 2015	7.3%	7.0%	5.7%
2 / 2015	6.8%	6.7%	5.5%
3 / 2015	6.5%	6.5%	5.5%
4 / 2015	6.3%	6.5%	5.4%
5 / 2015	6.4%	6.4%	5.5%
6 / 2015	6.6%	6.2%	5.3%
7 / 2015	7.0%	6.1%	5.3%
8 / 2015	6.6%	6.0%	5.1%
9 / 2015	6.2%	6.0%	5.1%
10 / 2015	6.4%	5.9%	5.0%
11 / 2015	6.3%	5.9%	5.0%
12 / 2015	6.1%	5.9%	5.0%
Month/Year	National City, CA%	California%	National %
1 / 2014	13.8%	8.1%	6.6%
2 / 2014	13.7%	8.0%	6.7%
3 / 2014	13.6%	7.9%	6.6%
4 / 2014	13.7%	7.8%	6.2%
5 / 2014	13.5%	7.6%	6.3%
6 / 2014	12.1%	7.5%	6.1%
7 / 2014	13.1%	7.4%	6.2%
8 / 2014	12.3%	7.4%	6.1%
9 / 2014	11.7%	7.3%	5.9%
10 / 2014	11.6%	7.2%	5.7%
11 / 2014	11.5%	7.2%	5.8%
12 / 2014	10.3%	7.1%	5.6%

Source: U.S. Bureau of Labor Statistics and homefacts.com

PARTNERSHIP

This job fair was made possible through the generous support of numerous community partners and business leaders. Supporters include 12 organizing committee members, 5 community partners, 3 fiscal sponsors, 3 media sponsors, 74 employers, 5 business development agencies, and 33 volunteers.

Committee Members

- Adonna Aubry-Slay, South County Career Center
- Carol Wiley, Small Business Development Center
- Diane Rose, South County Career Center
- Enemias Rocha, Employment Development Center
- Gabriela Baeza, Employment Development Center
- Jacqueline Reynoso, National City Chamber of Commerce
- Kenneth Campbell, National City Chamber of Commerce
- Lauren Maxilom, City of National City
- Mona Rios, City of National City
- Paul Aceves, South County Career Center
- Paula Duarte, South County Career Center
- Stephanni Casas, National City Chamber of Commerce

Community Partners

- National City Chamber of Commerce
- City of National City
- South County Career Center
- SWC Small Business Development Center
- Employment Development Department

Sponsors

To help cover event costs, the National City Chamber of Commerce secured financial support from the following chamber members. This job fair is unique in that we provide breakfast and lunch to all participating employers. In 2015, City Council adopted the Career Pathways to Success Job Fair as a City Co-Sponsored event, waiving up to \$1,200 in permit fees.

- City of National City
- National City Tourism & Marketing District
- South County Business Services
- State of California Office of Assembly member Lorena Gonzalez
- Univision Radio
- Filipino Press
- San Diego Union Tribune

Employers

National City employer, Marine Group Boat Works, and other regional employers including Rady Children's Hospital, Home Depot, and Wal-Mart offered employment opportunities from high tech to manufacturing positions, to entry level retail and hospitality. Of the 74 participating employers, 17 (22%) were National City based companies. The list below includes all participating agencies categorized under industry sectors.

Healthcare (11)

AMR
Accent Care
Fredericka Manor
San Ysidro Health Center
CVS Pharmacy
Home of Guiding Hands
Synergy Home Care
Sharp Healthcare
UCSD
VA Hospital
ResCare Home Care

Maritime and Automotive (11)

CLP Marine
Marine Groupbw
South Bay Sandblasting
NASSCO
Continental Maritime
Pasha Automotive
Select Staffing
CP Global
NCS Technologies
Teledyn Seabotix
Venture Dynamics

Hospitality/Retail (12)

Lowes Coronado
Five Star Tours
SeaWorld
Hilton San Diego Gaslamp
Town Park Staffing
United Services
Kitchen Logic
Navy Exchange
Goodwill
San Diego Trading Company
WalMart
Classic Party Rentals

Public Agency (16)

US Customs and Border Protection
San Diego Unified Port District
National City Police
City of National City
San Diego Airport Authority
San Diego Metropolitan Transit System
Naval Region Southwest
County of San Diego
Sweetwater HS District
SD County District Attorney
City of San Diego
Army Recruiters
San Diego Fire Dept
Congressman Juan Vargas
CA Dept of Corrections

"The job fair is a great event for our community because it brings local employers and local workforce talent together. It is a great way to expose companies to the local workforce talent of National City."

-Enemias Rocha, Employment
Development Center

Assemblymember Lorena Gonzalez

Other Employer (24)

Pt Loma Credit Union
South Bay Family YMCA
Filipino Press
ITT Technical Institute
RHA
CRST
MAAC
Labor Ready
Transdev
New Car Dealers Association
Volunteers of America SW
SBHIS
San Diego Electrical Training Center
Ultimate Staffing
Two Men and a Truck
Innovative Technologies
Allied Barton
La Vista Memorial
United Security
Stanley Steamer
Western Trucking
T-Mobile
Univision
Concordia University

“Our goal is to offer career opportunities to National City residents. Job creation leads to wealth creation, which results in community empowerment and economic stimulus,”

-Jacqueline Reynoso, President/ CEO, National City Chamber of Commerce

Business Development Partners

- Accion San Diego
- Andreas USA
- Legal Shield
- Small Business Development Center
- Thomas Jefferson School of Law

Volunteers

Our organizing committee engaged the assistance of 34 volunteers from the following agencies:

- South County Career Center
- EDD
- Imperial Beach Health Center
- City of San Diego
- PCG
- Mental Health Systems
- San Diego Job Corps
- National City Chamber of Commerce
- United Security

Services

The job fair provided a host of services to job seekers including:

- 104 resume reviews (17% of all attendees)
- Business Development resources at the Entrepreneurship Center
- Free technical assistance
- Career development
- One on one career training consultations
- Introduction to training programs
- Volunteer opportunities

MARKETING

Job fair promotion included various strategic outreach methods to increase attendance from National City job seekers. The National City Chamber of Commerce printed and distributed 10,000 fliers, 100 posters, reached over 25,000 people via our collective network of social media sites, and achieved over 75,000 media impressions.

➤ **15% of job seekers heard about the job fair from Newspaper or radio.**

Social Media

- National City Chamber of Commerce Facebook, twitter, and website
- South County Career Center Facebook, twitter, website, and database
- City of National City Facebook and website, and an email blast to all City Employees
- South Bay Community Services Facebook
- SCEDC Facebook

Community Promotion

- Southwestern Community College Higher Education Center National City (Flier distribution)
- South San Diego Business Development Center (Flier distribution)
- Freeway Message Boards (5 freeway, 805 Freeway, and 54)
- San Diego Naval Base Distribution through Public Information Officer

Direct Outreach

- Flier distribution to all 6,250 youth and their parents in the National School District through Peachjar (e-flyers)
- Flier distribution to all 28,500 youth and their parents in the Chula Vista Elementary School District through Peachjar (e-flyers)
- Emailed flier and notice to over 50 faith based organizations
- Emailed flier and notice to over 500 National City Chamber Members in our database
- School Marquee Signs (SUHI)

Publications

- Chamber News (Circulation 700)
- Filipino Press (Circulation 25,000)
- San Diego Union Tribune (Circulation 250,678)

Media

- Recorded interview and Onsite Presence by Univision Radio

Univision Radio

Univision Radio provided on air coverage of the event for a total of forty (40) 10-sec. pre-recorded promotional announcements inviting listeners to attend. Both KLQV 102.9FM and KLVN 106.5FM supported the 2016 "Career Pathways to Success" Job Fair with a promotional campaign that ran 4/7/16-4/13/16.

To further increase on-air exposure, KLQV 102.9FM and KLVN 106.5FM mentioned the "Career Pathways to Success" Job Fair in the "De Viva Voz," program. Total promotional value from Univision Radio exceeded \$24,500.

Business Storefronts (75+)

- Southwestern College-National City
- Gama Produce
- Coronado Café
- Niederfrank's
- Big Ben
- Union Bank
- Aunt Emma's Pancakes
- Rodeos Meat Market
- Checks Cashed
- California Taco Shop
- Coin Laundry
- Wrigley's Supermarket
- Mario's Family Clothing Center
- Coin Laundry
- 100% Natural
- S.D. Rescue Mission Thrift Shop
- Giant N.Y. Pizza
- Dollar Tree
- El Dorado Cleaners
- El Nuevo Milenio Taco Shop
- Euclid Laundromat
- Vallarta Supermarkets
- Carnival
- Little Ceasers
- Baskin Robins
- Coin Laundry
- Wal-Mart
- Goodies Bar and Grill
- Denny's
- Cotijas
- \$5 Dollar Tasty Pizza
- Birrias Chivos y Cheves
- Red Bird Market
- Los Panchos
- Mi Tierra
- Gorditas Don Andres
- Denis's Bakery
- Friendly Wash N' Dry
- Plaza Donuts
- Copacabana
- IHOP
- Frutas
- Express Tires
- Olivewood Gardens
- El Torito
- Pier 32 Marina
- Navy Federal Credit Union
- Cold Stone
- Boys & Girls Club
- Wally's Market
- Goodwill
- Taking Care of Business Check Cashing
- Camacho gymnasium
- YMCA Pool
- MLK Center
- NC City Hall
- Human Resources Dept.
- Community Services/Section 8/Housing & Grants
- Casa de Salud Senior Center
- Teen Center
- Kimball Senior Center
- Rincon del Mar
- South Metro Career Center
- Concord
- South Bay Community Services
- CV Libraries (2 locations)

- Nestor Health Center South Bay YMCA
- South Bay Health Insurance Services (2 locations)
- Imperial Beach Library
- Imperial Beach Family Resource Center
- Pima
- USA College
- San Diego State University
- Coldstone, San Diego

AGGREGATE JOB SEEKER STATISTICS

The data below from year 2016 was gathered from 578 job seekers that attended the job fair.

We observed a new trend in the longer term unemployed population. Of the 578 respondents that participated as job seekers, 37% had a bachelor's degree or higher.

Job Fair Year	2016	2015	2014	2013
Participants	613	476	956	800
Residence				
South County	49%	24%	52.43%	59.79%
National City	13%	13%	14.23%	21%
Unemployed	57%	47%	63.8%	64.5%

Job Fair Year	2016	2015	2014	2013
Unemployed	57%	47%	63.9%	64.48%
Unemployed > 6 months	23%	23%	32.15%	32.15%
H.S. Diploma	54%	40%	53.9%	60.28%
B.A. or Associates	37%	43%	35.23%	31.22%
Household Income < \$15,000	47%	42%	48.0%	50.39%

Focusing on in-demand industries specific to National City and South County, this year's job fair highlighted the recent increases in job opportunities in our region. With our participating employers along with the very successful collaboration between the South County Career Center, the National City Chamber and the City of National City, this annual event is really putting people back to work.

-Diane Rose, Business Services Coordinator, Proud Member of America's Job Center of California Network

NATIONAL CITY JOB SEEKER STATISTICS

- 37% of our Job Seekers had an Associates, Bachelor's Degree or higher
- 62% of National City job seekers reported that they were currently unemployed

Age and Household Income of National City Job Seekers

Age			
15 – 25 yrs	26-40 yrs	40-55 yrs	55+ yrs
17%	33%	25%	16%
Household Income			
\$0 – \$15,000	\$15,000 - \$30,000	\$30,000 – \$45,000	Over \$45,000
49%	24%	8%	8%

RECOMMENDATIONS FOR NEXT YEAR

Based on a wrap up meeting conducted with the job fair organizing committee, the following recommendations were suggested to improve next year's job fair.

Entrepreneurship Center

- Business development services continue to be an attractive pursuit for job seekers. We recommend continuing these services as part of the annual job fair.

Registration

- Utilize tablets to speed up registration. Partner with a technology partner. .

Overall

- Gather testimonies from those who got hired.
- Work with City of National City to designate event parking on the street to avoid street sweeping on the day of and inform visitors about alternate parking sites.
- Continue to use radios to communicate with organizers and staff at the job fair.
- Create a job fair video that includes past year's event, testimonials, photos, etc.

Employer Follow up

- Request follow up report to assess the number of hires resulting from the job fair.
- Incentives such as prizes and certificates have helped with employer response to post job fair survey. However, we would like to receive at least an 80% response from all employers.

EMPLOYER FEEDBACK

South County Business Services conducted a follow up survey with the employers that participated. Below are findings collected from respondents to date.

- **38 NEW HIRES**
- **67 scheduled interviews confirmed within the first week**
- **92% “Very Good/Excellent” Satisfactory Rating**

OTHER COMMENTS

- ❖ This was very well planned out event. Looking forward to future events. Thank you.
4/27/2016 5:34 PM
- ❖ Best one yet- continental breakfast was nice- and I received more potential good applicants than past years. Thank you also for lunch!
4/21/2016 9:38 AM
- ❖ Great job fair. We rarely have job fairs where we meet applicants who already have their guard cards to work in security. This job fair had SEVERAL!
4/21/2016 10:35 AM
- ❖ Great event and amazing turnout of job seekers. All staff members where very helpful to the employers and job seekers.
4/27/2016 5:33 PM

“The job fair produced one more result. My friend’s sister, Jackie Nunez, a National City residence attended the job fair. She visited two job fair booths and they both called her for an interview. Both companies offered employment.... This is great news for her as she is a single parent and was previously working the night shift juggling her kids schedule with the night shift work hours. The new job offers great hours from 6:00 am to 2:30 pm, it is a raise and she is able to pick up her kids from school.”

-Carol Willey, San Diego SBDC

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

8-16-16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of August 2, 2016 and the Corrected Minutes of the Regular Meeting of the City Council and C

Item # ____

08/16/16

**APPROVAL OF THE MINUTES OF THE ADJOURNED
REGULAR MEETING OF THE CITY COUNCIL AND
COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY OF
AUGUST 2, 2016 AND THE CORRECTED MINUTES
OF THE REGULAR MEETING OF THE CITY COUNCIL
AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF
NATIONAL CITY OF JUNE 21, 2016**

(City Clerk)

DRAFT DRAFT DRAFT

**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

August 2, 2016

The Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 5:08 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Williams.
Others present: City Treasurer Mitch Beauchamp and Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Mitch Thompson and Colin Rice, representing Morgan-Kimball Community Partners spoke regarding the RFQ process for Morgan/Kimball Towers.
Jill Milligan: National City, spoke about the plans of the Sweetwater Class of 1976 to raise funds for Scholarships.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 1 (NCCMC), Item No. 2 (Minutes), Item Nos. 3 through 12 (Resolution No. 2016-103 through 2016-112), Item Nos. 13 and 14 (Reports), Item Nos. 15 through 19 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to pull Item Nos. 4 and 12, and to approve the remainder of the Consent Calendar. Carried by unanimous vote.

CONSENT CALENDAR (cont.)

MUNICIPAL CODE 2016 (506-2-31)

1. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

APPROVAL OF MINUTES

2. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING OF THE CITY OF NATIONAL CITY OF JUNE 21, 2016. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2009-78)

3. Resolution No. 2016-103. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SOUTHERN CALIFORNIA SOIL & TESTING, INC. (SCS&T) TO EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO AUGUST 4, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL, SOILS AND MATERIAL TESTING. (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2016 (801-2-37)

4. Resolution No. 2016-104. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL RESCINDING RESOLUTION NO. 15,222 ADOPTED BY CITY COUNCIL ON FEBRUARY 24, 1987, TO REMOVE PARKING RESTRICTIONS FOR THE CUL-DE-SAC ON THE 3000 BLOCK OF E. 9TH STREET. (Engineering/Public Works)

TESTIMONY: Marcella Cucinotti, National City, spoke against the proposed changes.

ACTION: Motion by Cano, to leave it the way it is. Motion died for lack of a second.

Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

CONSENT CALENDAR (cont.)

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

5. Resolution No. 2016-105. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ESTABLISHMENT OF A \$3,000 CONTRACT SERVICES ACCOUNT APPROPRIATION IN THE TRASH RATE STABILIZATION FUND AND CORRESPONDING USE OF TRASH RATE STABILIZATION FUND FUND BALANCE FOR TIRE RECYCLING SERVICES. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2014-34)

6. Resolution No. 2016-106. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY REGARDING THE NATIONAL CITY WAYFINDING SIGNAGE PROGRAM TO EXTEND THE TERM OF THE MOU TO MARCH 16, 2018. (Engineering/Public Works)
ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

7. Resolution No. 2016-107. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$2,500 FROM SDG&E'S 2016 SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C)(3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO PURCHASE GAS SHUT OFF VALVE TOOLS AND PROVIDE TRAINING FOR USE BY APARTMENT MANAGERS. (Fire)
ACTION: Adopted. See above.

CONTRACT (C2016-33)

8. Resolution No. 2016-108. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND NATIONAL SCHOOL DISTRICT TO PROVIDE SWIM LESSONS FOR THIRD GRADE STUDENTS AT LAS PALMAS POOL FOR THE PERIOD AUGUST 8, 2016 THROUGH JANUARY 31, 2017 IN THE AMOUNT OF \$40,000. (Community Services)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LABOR RELATIONS FFA (605-6-1)

9. Resolution No. 2016-109. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE FIREFIGHTERS ASSOCIATION EMPLOYEE GROUP FOR FISCAL YEAR 2017, EFFECTIVE AUGUST 2, 2016, IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS FFA MOU 2015-2018 (605-6-13)

10. Resolution No. 2016-110. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SIDE LETTER AGREEMENT TO ARTICLE 34 (ASSOCIATION BANK) OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NATIONAL CITY FIREFIGHTERS ASSOCIATION. (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

11. Resolution No. 2016-111. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A REVISED SALARY SCHEDULE FOR THE MANAGEMENT EMPLOYEE GROUP FOR FISCAL YEAR 2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS), INCREASING THE SALARY BANDS FOR ASSISTANT DIRECTOR OF PUBLIC WORKS/ENGINEERING AND POLICE CAPTAIN. (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS CONFIDENTIAL EMPLOYEES (605-5-00)

12. Resolution No. 2016-112. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING ADJUSTMENTS TO THE COMPENSATION PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP; AND APPROVING THE SALARY SCHEDULE FOR THE CONFIDENTIAL EMPLOYEE GROUP FOR FISCAL YEAR 2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS), INCLUDING A 2% SALARY ADJUSTMENT FOR ALL CONFIDENTIAL EMPLOYEE GROUP CLASSIFICATIONS. (Human Resources)
ACTION: Motion by Cano, seconded by Mendivil, that we go back to the negotiation table and negotiate in good faith.

CONSENT CALENDAR (cont.)

LABOR RELATIONS CONFIDENTIAL EMPLOYEES (605-5-00)

12. Resolution No. 2016-112 (continued).

POINT OF CLARIFICATION: Mayor Morrison clarified that we would not be going to the negotiation table because we don't negotiate. This group is different. But we could go back for reconsideration.

Substitute Motion by Cano, seconded by Mendivil, that we reconsider Item #12.

POINT OF CLARIFICATION: Human Resources Director Stacey Stevenson clarified that Confidential Employees are not a formally recognized bargaining group. The City Council has authority to set compensation for the Confidential Group just as they do for Managers and Executives, without negotiation. They do on occasion, as they did in this case, bring forward a request for their compensation which Council entertained and at the end of the day made a decision on what you wanted us to do in terms of their compensation package. If you return this item to staff, what will happen is, we will come back to you in Closed Session and ask what it is you want to do in terms of their compensation.

Substitute Motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

13. Investment transactions for the month ended May 31, 2016. (Finance)

ACTION: Filed. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

14. Investment Report for the quarter ended June 30, 2016. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

15. Warrant Register #48 for the period of 05/25/16 through 05/31/16 in the amount of \$589,818.81. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

16. Warrant Register #49 for the period of 06/01/16 through 06/07/16 in the amount of \$2,952,133.53. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

17. Warrant Register #50 for the period of 06/08/16 through 06/14/16 in the amount of \$818,658.24. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

18. Warrant Register #51 for the period of 06/15/16 through 06/21/16 in the amount of \$2,555,094.36. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

19. Warrant Register #52 for the period of 06/22/16 through 06/28/16 in the amount of \$656,714.71. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS

CONDITIONAL USE PERMITS 2016 (403-31-1)

20. Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP) (Planning)

RECOMMENDATION: Staff recommends denial of the Conditional Use Permit.

TESTIMONY: None.

ACTION: It was announced that due to an error in the Public Notice, the Hearing would be re-noticed and rescheduled for August 16, 2016. There was no vote.

CONDITIONAL USE PERMITS 2016 (403-31-1)

21. Public Hearing – Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street. (Applicant: Joshua Renner) (Case File 2016-12 CUP) (Planning)

RECOMMENDATION: Staff recommends approval of the Conditional Use Permit.

TESTIMONY: Joel Tubao, the applicant, spoke in support and responded to questions.

Morise Gusmao, Chula Vista, spoke in support of the CUP.

Damianna Bechtel, National City, expressed concerns about the proposed project.

Joshua Renner, San Diego, spoke in support.

PUBLIC HEARINGS (cont.)

CONDITIONAL USE PERMITS 2016 (403-31-1)

21. Public Hearing – Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street (continued).

TESTIMONY: Memo Cavada, National City, spoke in support of the project but also expressed some concerns.

Ferinand Agpaoa, representing the applicant, spoke in support, Janice Martinelli, National City, expressed some concerns and posed several questions about the proposed project.

Robert Dominguez, National City, spoke in opposition.

Angie Tubao, the applicant, spoke in support.

Pablo Paredes, Project Architect, responded to questions.

ACTION: Motion by Cano, seconded by Sotelo-Solis, to close the Public Hearing. Carried by unanimous vote.

EXPARTE DISCLOSURE: All members of the City Council disclosed contact with the applicant prior to the meeting.

Motion by Cano, seconded by Morrison, to approve the Conditional Use Permit with all findings and conditions of approval except Condition # 8. Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS

STREET VACATION ADMIN 2011-2020 (902-26-6)

22. Resolution No. 2016-113. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DENYING A STREET VACATION REQUEST FOR VACATION OF A SEGMENT OF "A" AVENUE LOCATED SOUTH OF EAST 28TH STREET AND NORTH OF EAST 29TH STREET. (Applicant: Frank Motors) (Case File No. 2013-23 SC) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Second withdrawn.

Motion by Rios, seconded by Mendivil, to adopt the Resolution. Motion failed by the following vote, to-wit: Ayes: Mendivil, Rios. Nays: Cano, Morrison, Sotelo-Solis.

Motion by Morrison, seconded by Cano, to return at the next meeting with a Resolution approving the street vacation based on the findings, evidence, and testimony from the previous Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Sotelo-Solis. Nays: Rios. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS (cont.)

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

23. Resolution No. 2016-114. Resolution of the City Council of the City of National City, 1) authorizing the City Manager to execute Earmark Repurposing sheets for submittal to SANDAG to repurpose Federal earmarked SAFETEA-LU funds in the amount of \$611,931 from the I-805 sound walls project to local roadway rehabilitation projects; and 2) committing to a 20% local match in the amount of \$152,983 using local Prop A TransNet funds, as required for repurposing. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2016 (203-1-32)

24. Temporary Use Permit – 8th Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 29, 2016 from 10 a.m. to 3 p.m. at 2400 E. 4th Street with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: Ditas Yamane, National City, responded to questions.

ACTION: Motion by Cano, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

LEAGUE OF CA CITIES ADMIN (104-2-1)

25. League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s). (City Manager)

RECOMMENDATION: Staff requests Council's designation of a voting delegate and up to two alternates to represent the City of National City during the 2016 League of California Cities Annual Conference.

TESTIMONY: None.

ACTION: There was consensus to designate Mayor Morrison as the primary, and Council Member Sotelo-Solis as the alternate. There was no vote.

COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

NO AGENDA ITEMS

STAFF REPORTS

Police Chief Manuel Rodriguez discussed the previously distributed 2017 Police Department Community Outreach Calendar.

City Engineer Steve Manganiello reminded everyone that the City will be hosting a Community Workshop on August 12th from 9 am to 2 pm at Casa Salud to get public input and promote walkability and active living

Deputy City Manager Brad Raulston reported that the Port District has postponed their August 9th Public Hearing to September 9th when the Balance Plan will be discussed.

MAYOR AND CITY COUNCIL

Student Representative Reah Sahagun inquired about progress on the pedestrian crossing upgrade on 30th Street.

Member Mendivil said he was looking forward to the commencement of the "Together we Can" program and expressed support for the revival of the Maytime Band Review. Member Mendivil requested that City Council Policy #118 on Working Groups be on the next agenda for discussion.

Member Sotelo-Solis welcomed everyone back from the break, inquired about the status of the home plate replacement at Las Palmas Park, proudly acknowledged that National City was the first in the state to include an Environmental Justice Element in our General Plan and inquired about the schedule for consideration of the Kimball / Morgan Tower Exclusive Negotiation Agreement.

Member Rios said she was surprised that the Port Working Group item (Policy #118) keeps popping up and was hopeful that it can be put to rest this next time. Member Rios reported on the progress of the Naming Rights issue between the Metropolitan Transit System (MTS) and San Diego Gas and Electric (SDG&E).

Vice Mayor Cano welcomed everyone back from break and requested a report on the cost to install asphalt in the Kimball Bowl area of the Park.

MAYOR AND CITY COUNCIL (cont.)

Mayor Morrison praised the great working relationship that exists between the Police Department, Fire Department, City Staff and community, particularly in light of recent events taking place across the country. Mayor Morrison highlighted the fact that for the 6th time in fifteen years, a National City Police Officer has been selected as 'Officer of the Year' in San Diego County.

CLOSED SESSION REPORT

There was no Closed Session.

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 16, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 7:45 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of August 16, 2016.

Mayor

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
(Corrected)**

June 21, 2016

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:11 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.
Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Sunshine Horton, El Cajon, shared some inspirational quotes and provided details about various fund raising events she will be participating in to raise funds to assist children.

Peggy Brownlee, National City Girls Softball, requested consideration be given to providing some temporary lighting at Las Palmas Park ball fields.

AWARDS AND RECOGNITIONS

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

1. Employee of the Quarter 2016 – Police Corporal Alex Garcia. (Police)

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2016
(102-10-11)**

2. An Update on San Diego Association of Governments (SANDAG) San Diego Going Forward: The Regional Plan – Proposed Ballot Measure. (Mayor Morrison)

TESTIMONY: Brian Clapper, National City, appeared on behalf of the Chamber and indicated opposition to the proposed sales tax measure.

Marcus Bush, National City, spoke against the sales tax measure.

PRESENTATIONS (cont.)

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2016 (102-10-11)

2. An Update on San Diego Association of Governments (SANDAG) San Diego Going Forward (continued).

TESTIMONY: Recardo Ochoa, from the Quality of Life Coalition, spoke against widening Interstate Highway 5.

Bernadette Butkiewicz, representing UA Local #230, spoke against the sales tax measure and in support of a Project Labor Agreement.

Alicia Sanchez, spoke against the Quality of Life measure and freeway widening.

Carolina Martinez, Environmental Health Coalition, spoke against the freeway widening and in favor of more public transit.

Andrew McKercher, IBEW #569 and Quality of Life representative, spoke against the SANDAG proposal and in favor of a Project Labor Agreement (PLA).

Janice Reynoso, National City, spoke about health problems in the area.

Sebastian Sarria, from the Climate Action Campaign, spoke against freeway expansion and in support of a PLA.

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2016 (102-10-11)

3. "Together We Can" (Beautification Efforts and Code Compliance). (City Manager's Office and Neighborhood Services Department)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCCMC), Item No. 5 (Minutes), Item Nos. 6 through 20 (Resolution No. 2016-83 through 2016-97), Item No. 21 (Report), Item Nos. 22 and 23 (Warrant Registers). Motion by Cano, seconded by Mendivil, to pull Item No. 20 and to approve the remainder of the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2016 (506-2-31)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

APPROVAL OF MINUTES

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JUNE 7, 2016. (City Clerk)

ACTION: Approved. See above.

ELECTION NOV 2016 ADMIN (505-25-1)

6. Resolution No. 2016-83. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY COUNCIL, A CITY TREASURER AND A CITY CLERK AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES. (City Clerk)

ACTION: Adopted. See above

ELECTION NOV 2016 ADMIN (505-25-1)

7. Resolution No. 2016-84. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTION CODE. (City Clerk)

ACTION: Adopted. See above

ELECTION NOV 2016 ADMIN (505-25-1)

8. Resolution No. 2016-85. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS OF QUALIFICATIONS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016. (City Clerk)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

9. Resolution No. 2016-86. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION INCREASE AND CORRESPONDING REVENUE BUDGET INCREASE IN THE AMOUNT OF \$70,000 FOR THE ESGIL CORPORATION FOR BUILDING PLAN CHECK SERVICES FOR FY-2016. (Building/Fire)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

ABATEMENT WEED 2016 (402-3-15)

10. Resolution No. 2016-87. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE REPORT AND ACCOUNT FOR WEED ABATEMENT. (Fire)
ACTION: Adopted. See above.

CONTRACT (C2016-28)

11. Resolution No. 2016-88. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADMINISURE, INC., EFFECTIVE AUGUST 1, 2016, FOR WORKERS COMPENSATION THIRD PARTY ADMINISTRATION AND CLAIMS REVIEW IN THE INITIAL AMOUNT OF \$3,852 FOR ONE-TIME CONVERSION AND \$169,410 FOR ADMINISTRATION, FOR A TOTAL COST OF \$173,262 FOR A PERIOD OF TWO YEARS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR INCREMENTS FOR UP TO AN ADDITIONAL THREE YEARS. (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS MEA (605-4-00)

12. Resolution No. 2016-89. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE MUNICIPAL EMPLOYEES ASSOCIATION EMPLOYEE GROUP FOR FISCAL YEAR 2016-2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS POA (605-3-00)

13. Resolution No. 2016-90. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE POLICE OFFICERS ASSOCIATION EMPLOYEE GROUP FOR FISCAL YEAR 2016-2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LABOR RELATIONS PART TIME / TEMPS / SEASONAL 2015-2025 (605-7-3)

14. Resolution No. 2016-91. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE PART-TIME AND SEASONAL EMPLOYEE GROUP FOR FISCAL YEAR 2016-2017 IN COMPLIANCE WITH THE REQUIREMENT OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)
ACTION: Adopted. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

15. Resolution No. 2016-92. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE MANAGEMENT EMPLOYEE GROUP FOR FISCAL YEAR 2016-2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources).
ACTION: Adopted. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

16. Resolution No. 2016-93. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE EXECUTIVE EMPLOYEE GROUP FOR FISCAL YEAR 2016-2017 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)
ACTION: Adopted. See above.

CONTRACT (C2015-19)

17. Resolution No. 2016-94. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1. AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH ABLE PATROL AND GUARD FOR THE PROVISION OF SECURITY GUARD SERVICE TO THE LIBRARY, EXTENDING THE TERM OF THE AGREEMENT FOR ONE YEAR, EXPIRING JUNE 30, 2017, FOR THE NOT-TO-EXCEED AMOUNT OF \$40,000; AND 2. AUTHORIZING THE CITY MANAGER TO EXECUTE THE TWO ADDITIONAL ONE-YEAR TERM AMENDMENTS AS ALLOWED BY THE AGREEMENT, FOR AMOUNTS NOT TO EXCEED \$50,000 FOR EACH ONE-YEAR TERM. (Library)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2013-41)

18. Resolution No. 2016-95. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF EC CONSTRUCTORS, INC. FOR THE NATIONAL CITY AQUATIC CENTER PROJECT, SPECIFICATION NO. 13-04; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$3,716,557.64; 3) RATIFYING RELEASE OF RETENTION IN THE AMOUNT OF \$180,754.04; AND 4) RATIFYING THE FILING OF THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2016-29)

19. Resolution No. 2016-96. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING, 1) THE MAYOR TO EXECUTE MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 11-5066F15 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO INCORPORATE VARIOUS CHANGES IN FEDERAL REGULATIONS AND POLICES; 2) THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F011 WITH CALTRANS FOR THE EL TOYON-LAS PALMAS BICYCLE CORRIDOR PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$50,000 IN ELIGIBLE PROJECT EXPENDITURES FOR PRELIMINARY ENGINEERING THROUGH THE FEDERAL ACTIVE TRANSPORTATION PROGRAM (ATP), AND; 3) THE APPROPRIATION OF \$50,000 FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2015-59)

20. Resolution No. 2016-97. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF MA STEVENS CONSTRUCTION, INC. FOR THE NATIONAL CITY PUBLIC LIBRARY IMPROVEMENTS PROJECT, CIP NO. 15-08, 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$872,798.55, 3) AUTHORIZING RELEASE OF RETENTION IN THE AMOUNT OF \$43,639.93, AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

CONSENT CALENDAR (cont.)

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

21. Investment transaction for the month ended April 30, 2016. (Finance)
ACTION: Filed. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

22. Warrant Register #46 for the period of 05/11/16 through 05/17/15 in the amount of \$2,692,637.22. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

23. Warrant Register #47 for the period of 05/18/16 through 05/24/16 in the amount of \$2,334,127.53. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS

STREET VACATION ADMIN 2011-2020 (902-26-6)

24. Continued Public Hearing – Proposed Street Vacation of a segment of “A” Avenue located south of East 28th Street and north of East 29th Street. *Continued from City Council Meeting of June 7, 2016* (Applicant: Frank Motors) (Case File No. 2013-23 SC) (Planning)

RECOMMENDATION: Determine that no present or prospective public use would be affected by partial closure of “A” Avenue, based on facts contained in the staff reports.

TESTIMONY: Ron Fernoca, representing Frank Motors, spoke in favor of the proposed vacation and responded to questions.

Joseph Leon, National City, spoke against the street vacation.

Jonathan Romero, National City, spoke in opposition.

Juan Romero, National City, spoke in opposition.

Eddie Perez, San Diego, spoke in opposition.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Cano, seconded by Rios, to approve Plan B and deny based on findings and return with a Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Rios. Nays: Morrison, Sotelo-Solis. Abstain: None. Absent: None.

PUBLIC HEARINGS (cont.)

COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)

25. Public Hearing – Confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2016/17. (Planning) **Companion Item #26**

RECOMMENDATION: Conduct the Public Hearing.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to close the Public Hearing. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)

26. Resolution No. 2016-98. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2016/17. (Planning) **Companion Item #25**

RECOMMENDATION: Adopt the Resolution confirming the assessment and ordering the levy.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

CONTRACT (C2016-30)

27. Resolution No. 2016-99. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY COUNCIL TO WAIVE THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220, SUBSECTION (B), SOLE SOURCE PROCUREMENT, FOR THE POLICE DEPARTMENTS PURCHASE OF SEVENTY (70) BODY WORN CAMERAS, CLOUD BASED STORAGE OF DIGITAL EVIDENCE, AND INTERNET DATA MANAGEMENT THROUGH EVIDENCE.COM, INCLUDING SUPPORT SERVICES AND ONSITE TRAINING TO ASSIST WITH IMPLEMENTATION FROM TASER INTERNATIONAL, INC. AND AUTHORIZE THE CITY TO AWARD THE PURCHASE AND AUTHORIZE THE MAYOR TO EXECUTE A FIVE-YEAR CONTRACT IN THE AMOUNT OF \$350,890.58 WITH TASER INTERNATIONAL, INC. (Police)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2016-8)

28. Resolution, No. 2016-100. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) INCREASING THE CONTRACT WITH DICK MILLER, INC. IN THE NOT TO EXCEED AMOUNT OF \$170,800 FOR THE PLAZA BOULEVARD & 14TH STREET IMPROVEMENTS PROJECT, CIP NO. 15-10; AND 2) AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$170,800 TO PROVIDE AND INSTALL EIGHT SOLAR POWERED, LED-ENHANCED PEDESTRIAN CROSSING SIGN SYSTEMS AT EXISTING CROSSWALKS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

SEWER CONST / MAINT ADMIN 1995-2020 (906-1-9)

29. Resolution No. 2016-101. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) RATIFYING THE CITY MANAGERS DECLARATION OF EMERGENCY WORK TO ADDRESS ISSUES RELATED TO A RUPTURED 8-INCH SEWER LINE ON THE WESTSIDE INFILL TRANSIT ORIENTED DEVELOPMENT (WI-TOD) SITE NEAR PARADISE CREEK; 2) RATIFYING THE WAIVING OF COMPETITIVE BIDDING PROCEDURES UNDER EMERGENCY CONDITIONS CONSISTENT WITH THE PROVISIONS INCLUDED IN SECTION 22050 "EMERGENCY CONTRACTING PROCEDURES" OF THE CALIFORNIA PUBLIC CONTRACT CODE AND SECTION 2.60.230 "EMERGENCY PURCHASES-EMERGENCY DEFINED" OF THE NATIONAL CITY MUNICIPAL CODE; AND 3) RATIFYING PREVIOUS ACTIONS TAKEN TO PROVIDE EMERGENCY SERVICES AS A RESULT OF THE RUPTURE OF THE SEWER LINE AS AUTHORIZED BY THE CITY MANAGER, INCLUDING BUT NOT LIMITED TO, PROCURING THE NECESSARY CONTRACTUAL SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES TO RESTORE SEWER SERVICE AND ENSURE ENVIRONMENTAL COMPLIANCE. (Engineering and Public Works)

RECOMMENDATION: Adopt the Resolution ratifying the City Manager's declaration of emergency work to address issues related to a ruptured 18-inch sewer line on the WI-TOD site near Paradise Creek, including waiving of competitive bidding procedures to procure the necessary contractual services equipment, materials and supplies to restore service.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

COUNCIL POLICY MANUAL (102-13-1)

30. Resolution No. 2016-102. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY #118 – CITY COUNCIL ATTENDANCE AT STAFF-LEVEL WORKING GROUPS. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Morrison, to adopt the Resolution. Substitution Motion by Mendivil, seconded by Cano, to approve the Resolution as written but with the Mayor to have the right of first refusal to serve. Upon clarification, the Substitute Motion was withdrawn. The original motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Sotelo-Solis. Nays: Rios. Abstain: None. Absent: None.

NEW BUSINESS

ANIMAL CONTROL ADMIN (304-1-3)

31. Response to request by City Council to provide updated reference information regarding the retail sale of animals in pet stores and related municipal codes. (Police)

RECOMMENDATION: Accept and file.

TESTIMONY: The following individuals spoke against pet stores selling puppies or other animals and in support of an Ordinance banning such sales: Shari Villanueva, Rebekah Snyder, Sydnew Cicourel, Andrea Cuningham, Bryan Peose, Amber Hernandez, Joyce C., Jennifer Brecler, Lani Bray, Leslie Davies, Jim Kilby, Elizabeth Dreck Teresa Donnelly, Holly St. John, Laurie Michaels, Flavia (No last name given). The following individuals spoke in support of pet stores selling puppies and other pets and against a prohibition: David Salinas Sr., Yolanda Ramirez, David Salinas, Adella Salinas, Sharon Franco, Al Franco, C. Franco.

Animal Control Officer Gordon responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to move forward with an Ordinance. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

NEW BUSINESS (cont.)

COUNCIL MEETINGS AGENDAS 2015 – 2024 (102-9-16)

32. Discussion regarding the order of items and reports that appear on the City Council regular meeting agenda. (City Manager)

RECOMMENDATION: Request Council direction.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to return with information on what other Cities do. Carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

ELECTION NOV 2004 – PROPOSITIONS (505-16-03)

33. City Council discussion of term limits for City Council members. (City Manager/City Clerk/City Attorney)

RECOMMENDATION: Request Council direction.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to continue to the second meeting in August. Carried by unanimous vote.

NOTE: Minutes approved by the City Council on August 2nd erroneously stated that Item No. 33 was “continued to the August 2nd Council meeting.” The corrected motion appears above.

**COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

NON CONSENT RESOLUTIONS – HOUSING AUTHORITY

HOUSING AUTHORITY 2016 (404-1-5)

34. Resolution No. 2016-39. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY APPROVING THE MORGAN AND KIMBALL TOWER BUDGETS FOR FISCAL YEAR 2016-2017 INCLUDING A \$7 A MONTH PER UNIT INCREASE FROM \$707 TO \$714 FOR THE TOTAL RENT PAYMENT RECEIVED AT MORGAN TOWER WITHOUT INCREASING THE TENANTS SHARE OF THE TOTAL RENT PAYMENT FOR UNITS ASSISTED BY THE U.S. DEPARTMENT OF HUD PROJECT-BASED SECTION 8 HOUSING ASSISTANCE PROGRAM, AND ESTABLISHING AN APPROPRIATION TOTALING \$200,000 IN THE KIMBALL TOWER BUDGET TO ACCOUNT FOR COMMUNICATIONS INFRASTRUCTURE IMPROVEMENTS AND A PARKING LOT RESURFACING PROJECT. (Housing, Grants, and Asset Management)

RECOMMENDATION: Adopt the Resolution.

NON CONSENT RESOLUTIONS – HOUSING AUTHORITY

HOUSING AUTHORITY 2016 (404-1-5)

34. Resolution No. 2016-39 (continued).

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

ENGINEERING / PUBLIC WORKS DEPT – GRANTS / REPORTS ADMIN (1104-1-1)

35. Notification on Upcoming EDCO Events: Paper shredding and E-waste recycling (July 23, 2016 from 9:00 am to 12:00 pm at City Hall parking lot) and large item drop-off (September 10, 2016 from 9:00 am to 12:00 pm at Kimball and Las Palmas Parks). (Engineering/Public Works)

MAYOR AND CITY COUNCIL

Member Sotelo-Solis highlighted sever ribbon cuttings including the Aquatic Center and our partnership with Community Rowing.

Member Rios reported that she attended a ribbon cutting for the California College of San Diego, National City Campus.

Member Cano extended Father's Day wishes to all the fathers, thanked the Mayor for putting up the good fight against the Port and for all the hard work that he has done as well as the staff for the Aquatic Center opening.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 2, 2016 at 5:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to start at 5:00 p.m. due to the "National Night Out Event."

The meeting closed at 12:43 a.m.

City Clerk

The foregoing (Corrected) minutes were approved at the Regular Meeting on August 16, 2016.

Mayor

2016 City Council Summer Legislative Recess

- July 5 – City Council Meeting – Suspended
 - July 19 – City Council Meeting – Suspended
-

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

**Main Conference Room
Civic Center
1243 National City Boulevard
National City, California**

Special Meeting – Tuesday, June 21, 2016 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Stacey Stevenson
Employee Organization: Confidential Group

ADJOURNMENT

Next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City will be held Tuesday, June 21, 2016, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process pursuant to NCMC 2.60.220(B) and (C) for the sole source purchase of five (5) ZOLL X Series Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to NCMC 2.60.220(B) and (C) for the sole source purchase of five (5) ZOLL X Series® Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in the amount of \$89,463.40 to be added to the \$80,490.00 from the Regional Cooperative Care Program RCCP/AMR totaling \$169,953.40. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: |619-336-4551|

APPROVED BY: _____

EXPLANATION:

See Staff Report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. 001-412-125-521-0000 – Firefighting Accessories

APPROVED: _____ **MIS**

Use budgeted funds of \$89,463.40.

ENVIRONMENTAL REVIEW:

|

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

Staff Report
Quotation from ZOLL Medical Corporation
Sole Source Letter from ZOLL Medical Corporation
Resolution

STAFF REPORT

ZOLL X Series

The monitor/defibrillators currently used by the NCFD are in need of upgrade and replacement. NCFD currently uses ZOLL monitors. The NCFD previously evaluated three different monitors/defibrillators and ZOLL X Series was the only one that had the CPR dash-board (immediate feedback on a CPR call). This data is critical to maximize our effectiveness by allowing us to constantly give minor adjustments to the way we do CPR, allowing for the best possible clinical outcome for our patients. The only monitor/defibrillator to provide immediate feedback on a CPR call is the Zoll X Series, and there is no adequate substitute (NCMC 2.60.220(B)). The ZOLL X Series also allows personnel to see the patient's rhythm without interrupting CPR (this is called see through CPR), other monitors do not have such capability. The ZOLL X Series is also the only monitor/defibrillator compatible with the auto-pulse CPR device; the auto-pulse CPR device is our hands free mechanical CPR device.

Chula Vista Fire Department and American Medical Response (AMR) use the ZOLL X Series, which provides improved continuation of care when all the medics know how to use the monitor. Switching to a different brand monitor will not allow AMR to exchange equipment on a one for one basis. It is clear that competitive bidding will not produce any competitive advantage, because the ZOLL X Series features are not provided by other providers. Lastly, the ZOLL X Series integrates and is compatible with our existing systems and this supplier has previously satisfactorily supplied this particular monitor/defibrillators in the past (NCMC 2.60.220(C)).

Accordingly, staff recommends the City purchase five ZOLL X Series® Manual Monitor/Defibrillators with accessories for enhanced clinical capacity from ZOLL Medical Corporation. It is requested that the City Council waive the formal bidding requirements as allowed in National City Municipal Code Section 2.60.220(B) because the commodity can only be obtained from one source and National City Municipal Code Section 2.60.220 (c) because the Zell X Series allows the exchange of equipment on a one for one basis, and is compatible with existing systems. The total cost for the equipment is \$169,953.40 of which the Regional Cooperative Care Program (RCCP)/AMR will pay \$80,490.00 toward the purchase and the City will pay \$89,463.40. RCCP consists of several regional fire partners that formed a Joint Powers Agreement to provide physician medical oversight, administrative, training, equipment, and services related to the provision of pre-hospital emergency medical services, at no additional cost to the General Fund.

2.60.220 - Open market procedure—Exception to bidding requirements.

In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

- B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need;

- C. The commodity or service to be procured, regardless of value, is required to integrate with or be compatible with existing furnishings, materials, systems, programs or equipment and the procurement can be timely made from a manufacturer or supplier who previously satisfactorily supplied the particular commodity or service;

ZOLL

ZOLL Medical Corporation GPO
PO Box 27028
NEW YORK NY 10087-7028

MANUAL INVOICE

113028-1

19-JUL-16

1 OF 1

Attn: Accounts Payable
NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950
ATTN:FRANK PARRA

NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950

113028

NET 30 DAYS

PROPHET, CATHERINE

UPS

1 X SERIES MONITORS AND ACCESSORIES	601-2431011-01	5	176,912.95
2 ZOLL E SERIES TRADE ALLOWANCE	5001-9928	4	-22,332.72
3 ESTIMATED TAX 9%			15,373.17
4 TOTAL			169,953.40

THIS IS A MANUAL INVOICE CREATED AT THE REQUEST OF THE CUSTOMER
PRIOR TO SHIPPING
ACTUAL INVOICE TO FOLLOW WHEN PRODUCT HAS BEEN DELIVERED
CUSTOMER RESPONSIBLE FOR ANY ADDITIONAL COSTS

89,463.40
Currency: USD

04-2711626

All discounts off list price are contingent upon payment within agreed upon terms.

MasterCard, Visa and American Express gladly accepted.

Any invoice discrepancies must be reported to ZOLL in writing within 7 business days
of receipt. Otherwise, the customer deems all charges, terms and conditions to be valid.

ZOLL

ZOLL Medical Corporation GPO
PO Box 27028
NEW YORK NY 10087-7028

MANUAL INVOICE

113028-2

19-JUL-16

1 OF 1

Attn: Accounts Payable
RCCP/AMR
8808 BALBOA AVE
SAN DIEGO CA 92123
ATTN:ROD BALLARD

NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950

113028

NET 30 DAYS

PROPHET, CATHERINE

UPS

1 X SERIES MONITORS AND ACCESSORIES	601-2431011-01	5	176,912.95
2 ZOLL E SERIES TRADE ALLOWANCE	5001-9928	4	-22,332.72
3 ESTIMATED TAX 9%			15,373.17
4 TOTAL			169,953.40

THIS IS A MANUAL INVOICE CREATED AT THE REQUEST OF THE CUSTOMER
PRIOR TO SHIPPING
ACTUAL INVOICE TO FOLLOW WHEN PRODUCT HAS BEEN DELIVERED
CUSTOMER RESPONSIBLE FOR ANY ADDITIONAL COSTS

04-2711626

80,490.00
Currency: USD

All discounts off list price are contingent upon payment within agreed upon terms.

MasterCard, Visa and American Express gladly accepted.

Any invoice discrepancies must be reported to ZOLL in writing within 7 business days
of receipt. Otherwise, the customer deems all charges, terms and conditions to be valid.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

June 29, 2016

National City Fire
Attn: Frank Parra
1243 National City Boulevard
National City, CA 91950

Dear Frank Parra,

We appreciate your selection of ZOLL® products for National City Fire. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Catherine Prophet, EMS Sales Account Executive, will not sell an X Series® Defibrillator to National City Fire through any vendor or dealer.

Should you have any questions or require additional information please don't hesitate to contact me at (800) 348-9011, ext. 9674.

Sincerely,

A handwritten signature in blue ink, reading "Kinga Kardasinska". The signature is written in a cursive, flowing style.

Kinga Kardasinska, M.S.
Contracts Specialist

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL
CODE SECTIONS 2.60.220(B) AND (C) FOR THE SOLE SOURCE PURCHASE
OF FIVE (5) ZOLL X SERIES® MANUAL MONITOR/DEFIBRILLATORS WITH
ACCESSORIES FROM ZOLL MEDICAL CORPORATION FOR THE AMOUNT
OF \$169,953.40 OF WHICH THE REGIONAL COOPERATIVE CARE
PROGRAM (RCCP)/AMR WILL PAY \$80,490.00 AND
THE CITY OF NATIONAL CITY WILL PAY \$89,463.40

WHEREAS, the ZOLL monitor/defibrillators currently used by the National City Fire Department ("NCFD") are in need of upgrade and replacement; and

WHEREAS, NCFD previously evaluated three different monitors/defibrillators and determined that ZOLL X Series was the only one that had the CPR dash-board (immediate feedback on a CPR call) that provides data which is critical to maximize the effectiveness of CPR, and gives the best possible clinical outcome for patients; and

WHEREAS, the Chula Vista Fire Department and American Medical Response ("AMR") use the ZOLL X Series, which provides improved continuation of care when all the medics know how to use the monitor and do not have to switch to a different brand monitor; and

WHEREAS, the ZOLL X Series integrates and is compatible with NCFD's existing systems, and this supplier has satisfactorily supplied this particular monitor/defibrillators in the past; and

WHEREAS, NCMC Section 2.60.220(B) allows the bid process be waived when the commodity, regardless of value, can be obtained from only one source and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage; and

WHEREAS, NCMC Section 2.60.220(C) allows the bid process be waived when the commodity or service to be procured, regardless of value, is required to integrate with or be compatible with existing furnishings, materials, systems, programs or equipment and the procurement can be timely made from a manufacturer or supplier who previously satisfactorily supplied the particular commodity or service; and

WHEREAS, the total cost for the for the purchase of five (5) ZOLL X Series® manual monitor/defibrillators with accessories from Zoll Medical Corporation is \$169,953.40 of which the Regional Cooperative Care Program (RCCP)/AMR will pay \$80,490.00 toward the purchase and the City will pay \$89,463.40; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes waiving the bid process pursuant to sections 2.60.220(B), and 2.60.220(C) of the National City Municipal Code for the purchase of five (5) ZOLL X Series® manual monitor/defibrillators with accessories from Zoll Medical Corporation totaling \$169,953.40 of which the Regional Cooperative Care Program (RCCP)/AMR will pay \$80,490.00 toward the purchase and the City will pay \$89,463.40.

[Signature Page to Follow]

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the acceptance of \$18,000 grant from the California Library Literacy Services (CLLS) to fund the Library's literacy services for FY2016-17; and authorizing the establishment of fund app

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the acceptance of \$18,000 grant from the California Library Literacy Services (CLLS) to fund the Library's literacy services for FY2016-17; and authorizing the establishment of fund appropriations and a corresponding revenue budget.

PREPARED BY: Gloria Olivares

DEPARTMENT: Library

PHONE: 470-5883

APPROVED BY: 

EXPLANATION:

The CLLS grant is designed to support library literacy services to English-speaking adults who seek to improve their reading and writing skills. To determine the amount of funding to the libraries that provide literacy services to their communities, the California State Library uses a funding formula consisting of the following three parts:

Part 1 – A baseline amount to provide a minimum level of local literacy staffing and services.

Part 2 – A *per capita* amount per adult learner served in the previous year; and

Part 3 – A *match* on local funds earmarked for adult literacy services. This local match is fulfilled by a CDBG grant awarded to the Library by the City Council in the amount of \$44,371 to defray the personnel costs of the Coordinator position overseeing literacy services.

The CLLS grant is awarded to the Library in two payments:

- This first payment of \$18,000 is the baseline amount.

- A second payment, whose amount is determined by applying the *per capita* and *match* components of the funding formula, will be disbursed in the fall once the final report for FY15-16 is submitted to the State Library at a later date in August.

FINANCIAL STATEMENT:

ACCOUNT NO. 320-418-339
320-31339-3463

APPROVED:  **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approval recommended

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on August 15, 2016

ATTACHMENTS:

1. Award Letter
2. Resolution

July 22, 2016

Minh Duong
National City Public Library
1401 National City Boulevard
National City, CA 91950-3314

Dear Ms. Duong:

We're happy to provide funds for the fiscal year that began July 1, to support your California Library Literacy Services program and the important work you, your staff and volunteers do in your community.

There are three parts to the library's funding formula:

1. A *baseline* amount (\$18,000) for each approved literacy program to provide libraries with the funding needed to deliver a minimum level of local literacy staffing and services;
2. A *per capita* amount per adult learner served in the previous year; and
3. A *match* on local funds raised and expended for adult literacy services—reflecting a commitment to a continuing state/local partnership and providing an incentive for increased local support for adult literacy.

The recently signed state budget continues California Library Literacy Services funding at \$4.82 million, a \$2 million increase over the funding level two years ago. Last year, the increased investment by the Brown administration allowed five new library jurisdictions to join the state literacy program.

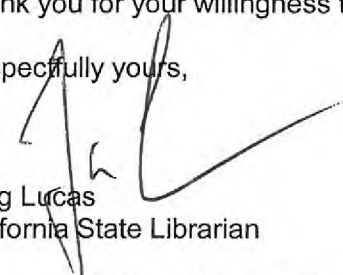
Applications are being accepted for the current fiscal year; we anticipate there will be more jurisdictions eager to help even more learners at other libraries across the state.

At this time, we're providing the \$18,000 baseline amount for your program. The remainder will be sent in the fall after a review of the reports you submit to us in August.

The payment process begins once we receive your signed Claim Form (attached). Please direct any questions to: Lisa Dale at (916) 653-7743 or lisa.dale@library.ca.gov.

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,



Greg Lucas
California State Librarian

cc: Minh Duong, Literacy Coordinator minh.duong@nationalcitylibrary.org
File

Enc.: Claim Form

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE ACCEPTANCE OF A \$18,000 GRANT FROM THE CALIFORNIA
LIBRARY LITERACY SERVICES TO FUND THE NATIONAL CITY PUBLIC
LIBRARY'S LITERACY SERVICES FOR FISCAL YEAR 2017, AND
AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS
AND A CORRESPONDING REVENUE BUDGET

WHEREAS, on July 22, 2016, the National City Public Library was awarded a California Library Literacy Services ("CLLS") Grant in a baseline amount of \$18,000 to fund the Library's literacy services for Fiscal Year 2017; and

WHEREAS, to determine the amount of funding for libraries that provide literacy services to their communities, the California State Library uses a funding formula consisting of the following three parts: (1) a baseline amount to provide a minimum level of local literacy staffing and services, (2) a per capita amount per adult learner served in the previous year, and (3) a match on local funds earmarked for adult literacy services; and

WHEREAS, the local match in the amount of \$44,371 was provided by a CDBG grant awarded to the National City Public Library by the City Council in June, 2016, to defray the personnel costs of the coordinator position overseeing literacy services; and

WHEREAS, the CLLS grant is provided to the Library in two payments each year; the first payment of \$18,000 is the baseline amount, and the second payment is determined by applying the other two parts of the formula (per capita and match) once the final report on the previous fiscal year is submitted to the State Library by the August 15 deadline.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the acceptance of \$18,000 in grant funds from California Library Literacy Services for funding of the National City Public Library's literacy services.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of a fund appropriation and corresponding revenue budget for grant funds from the California Library Literacy Services in the amount of \$18,000.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located at 2323 E. Division Street, to enhance visibility for drivers exiting the shopping center (TSC No. 2016-03).

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 15, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install 40 feet of red curb "No Parking" along the west side of Euclid Avenue.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on June 15, 2016 (TSC No. 2016-03)
3. Resolution

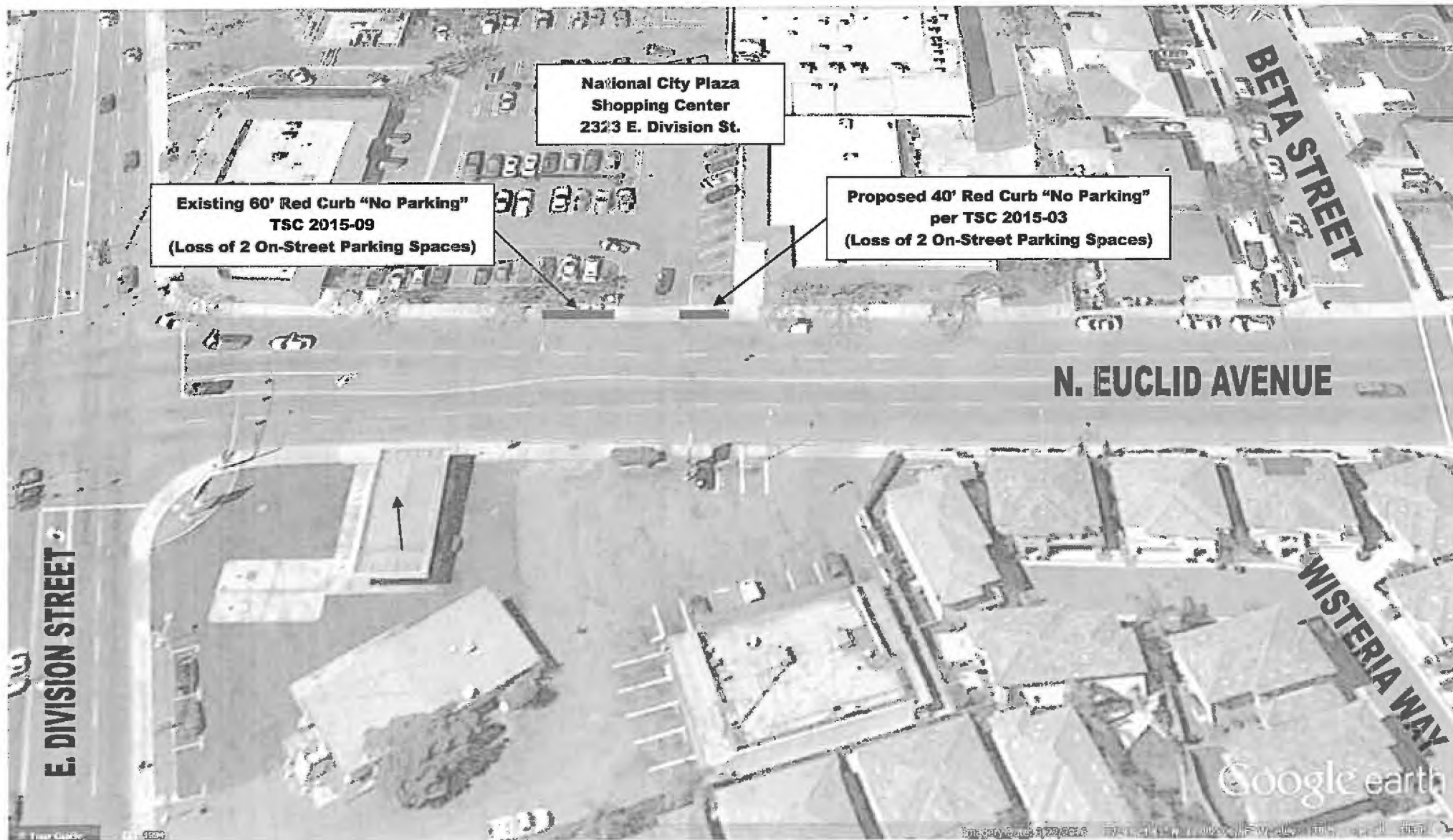
EXPLANATION

The businesses from National City Plaza Shopping Center, located at 2323 E. Division Street, have requested red curb "No Parking" on the west side of Euclid Avenue immediately north of the shopping center driveway to enhance visibility for drivers exiting the shopping center. According to the businesses, their employees and customers have expressed concerns regarding visibility when vehicles are parked too close to the driveway.

Staff performed a site evaluation. The posted speed limit for this segment of Euclid Avenue north of Division Street is 35 mph. Staff confirmed that visibility is obscured when vehicles park in close proximity to the shopping center driveway. Therefore, staff recommends installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the shopping center driveway. This would result in a loss of two parking spaces. Staff confirmed there is available parking further north on Euclid Avenue, closer to the residential neighborhood. In addition, parking within the shopping center appears to be underutilized during business hours.

If approved, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-03)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 15, 2016**

ITEM NO. 2016-03

ITEM TITLE: REQUEST TO INSTALL 40 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF N. EUCLID AVENUE, NORTH OF E. DIVISION STREET AND THE COMMERCIAL DRIVEWAY APRON TO ENHANCE VISIBILITY AND ACCESS ONTO N. EUCLID AVENUE FROM THE NATIONAL CITY PLAZA SHOPPING CENTER LOCATED AT 2323 E. DIVISION STREET (BY BUSINESSES OF NATIONAL CITY PLAZA SHOPPING CENTER)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

The businesses of the National City Plaza Shopping Center, located at 2323 E. Division Street have requested red curb "No Parking" on the west side of N. Euclid Avenue, north of E. Division Street and the commercial driveway apron to provide adequate access and line-of-sight. According to the businesses, their employees and customers constantly encounter line-of-sight issues when vehicles are parked north of said driveway apron.

Staff performed a site evaluation. The posted speed limit is 35 mph. The portion of Euclid Avenue between the City limits and E. Division Street is relatively straight, has a negligible grade, and an average daily traffic (ADT) count of 10,500 vpd (vehicles per day). However, when one vehicle is parked in close proximity to the access driveway, line-of-sight is hindered to oncoming traffic.

If implemented, there will be a net loss of two standard-sized parking spaces. However, the general public will still have ample available on-street parking on both sides of Euclid Avenue. Additionally, staff noticed that the shopping center's parking lot was underutilized. All work for this TSC item will be performed in-house by the City's Public Works Division.

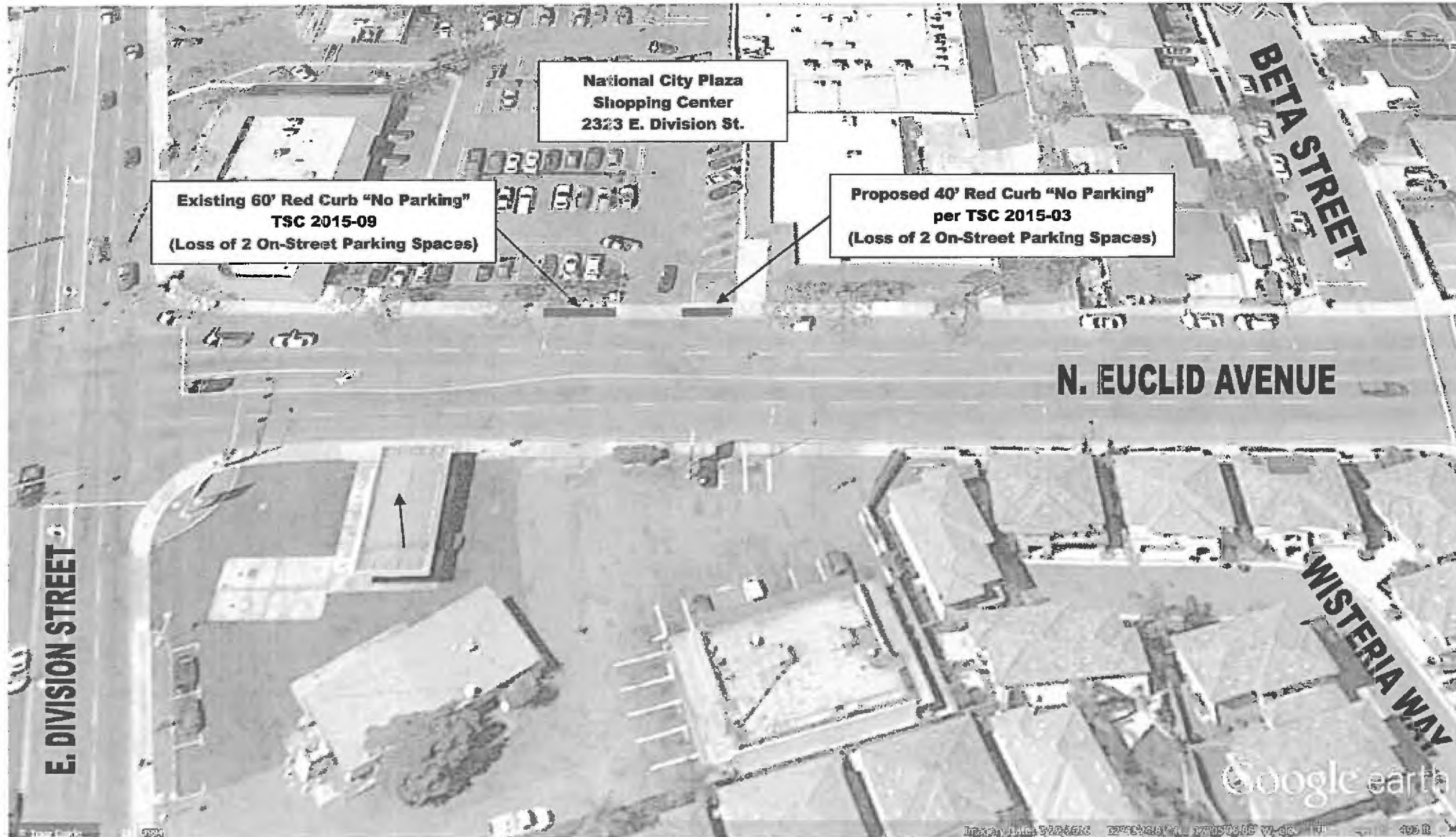
STAFF RECOMMENDATION:

Staff recommends installation of approximately 40 feet of red curb "No Parking" along the west side of N. Euclid Avenue immediately north of the commercial driveway apron serving the shopping center to enhance access and line-of-sight.

EXHIBITS:

1. Location Map
2. Photos

Location Map with Recommended Enhancements (TSC Item: 2016-03)





**Location of Proposed 40' Red Curb on N. Euclid Avenue north of E. Division Street
(looking north)**

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 40 FEET OF RED CURB
"NO PARKING" ALONG THE WEST SIDE OF EUCLID AVENUE
IMMEDIATELY NORTH OF THE COMMERCIAL DRIVEWAY TO
NATIONAL CITY PLAZA SHOPPING CENTER, LOCATED AT
2323 EAST DIVISION STREET, TO ENHANCE VISIBILITY
FOR DRIVERS EXITING THE SHOPPING CENTER

WHEREAS, the businesses from National City Plaza Shopping Center, located at 2323 East Division Street, have requested red curb "No Parking" on the west side of Euclid Avenue immediately north of the shopping center driveway to enhance visibility for drivers exiting the shopping center; and

WHEREAS, after a site evaluation, staff recommends the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the shopping center driveway; and

WHEREAS, at its meeting on June 15, 2016, the Traffic Safety Committee approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the shopping center driveway to enhance visibility for drivers exiting the shopping center.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street (TSC No. 2016-05). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street (TSC No. 2016-05).

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 15, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on June 15, 2016 (TSC No. 2016-05)
3. Resolution

EXPLANATION

Mr. Kenneth Fulgram, resident of 624 E. 3rd Street, has requested a blue curb handicap parking space in front of his residence due to physical limitations. The residence is located on the south side of E. 3rd Street between "F" Avenue and "G" Avenue. Mr. Fulgram possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet.

There is one on-street handicap parking space provided to the west at 305 "F" Avenue. Per the City's Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space) would not exceed 3% of the total number of available on-street parking spaces in the general vicinity, Mr. Fulgram's request is eligible for further consideration.

The City's Disabled Persons Parking Policy is used to evaluate requests for handicap parking spaces. The Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-05)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 15, 2016**

ITEM NO. 2016-05

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE AT 624 E. 3RD STREET (BY K. FULGHAM)**

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Kenneth Fulgham, resident of 624 E. 3rd Street, has requested a blue curb handicap parking space in front of his residence due to physical limitations. The residence is located on the south side of E. 3rd Street between "F" Avenue and "G" Avenue. Mr. Fulgham possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet.

There is one (1) on-street handicap parking space provided to the west at 305 "F" Avenue. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space) would not exceed 3% of the total number of available on-street parking spaces in the general vicinity, Mr. Fulgham's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 624 E. 3rd Street.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2016-05

April 13, 2016

Engineering Department
City of National City

Gentlemen:

Enclosed is your form, Request for Blue Curb Disabled Persons Parking Space, which I have completed.

Additionally, enclosed is a DMV form, Disabled Person Placard, which discloses the issuance of a Disabled Placard to me. My physician requested this document for me [REDACTED]
[REDACTED]

The reason I am requesting this card is that I reside across the street from a multiple complex apartment, with numerous vehicles, and frequently I am unable to park in front or, or near, my home.

As your form indicates, while I have a garage, it was built on or about 1927 and its entrance is on a narrow alley, with no driveway. There is no empty space in or around my home.

Thank you for your consideration.

Kenneth R. Fulgham
Kenneth R. Fulgham
624 E. 3rd Street
National City, CA 91950

Enclosure

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: KENNETH R Fulham

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

ADDRESS: 624 E 3RD ST

EMAIL: [REDACTED]

PHONE NUMBER: [REDACTED]

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☒ YES ☐ NO

If YES, is the garage large enough to park a vehicle
(minimum of 20' x 12') ☐ YES ☒ NO

- 3) Does your residence have a driveway? ☐ YES ☒ NO

If YES, a) Is the driveway large enough to park a vehicle?
(minimum of 20' x 12') ☐ YES ☒ NO

b) Is the driveway level? ☐ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☐ NO

- 4) Please write any additional comments here (optional).

ENG & PW DEPT.

ITY OF NATIONAL CITY
3:29 PM 3:29 APR 13 '16



A Public Service Agency

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** DISABLED PERSON PLACARD ***

PLACARD NUMBER: [REDACTED]

PIC: 1

TV: 91

DATE ISSUED: 04/06/16

MO/YR: XR

FULGRAM KENNETH
624 E 3RD ST

DT FEES RECVD: 04/06/16

NATIONAL CITY
CA 91950
CO: 37



DUE : NONE
RECVD - CASH :
- CHCK :
- CRDT :

E10 613 09.0000000 0021 OS E10 040616 N1 [REDACTED]

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#: [REDACTED]
EXPIRES: 06/30/2017
DOB: [REDACTED]
ISSUED: 04/06/16
TYPE: N1

PLACARD HOLDER: FULGRAM KENNETH
624 E 3RD ST

NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TAXI ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES *DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINES

Location Map with Recommended Enhancements (TSC Item: 2016-05)





**Location of Proposed Blue Curb and Signage at 624 E 3rd Street
(looking south)**



**Location of Proposed Blue Curb and Signage at 624 E 3rd Street
(looking southeast)**

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE
AT 624 EAST 3RD STREET

WHEREAS, a resident of 624 East 3rd Street possesses a valid Disabled Person Placards from the State of California Department of Motor Vehicles and has requested the installation of a blue curb handicap parking space in front of his home; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb handicap parking space; and

WHEREAS, on December 9, 2015, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and approved the installation of a blue curb handicap parking space with signage in front of the residence at 624 East 3rd Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with signage in front of the residence at 624 East 3rd Street.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the Final Audit Report for the Morgan Square Business Improvement District for the period from January 1, 2008 through and including June 30, 2014. (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Final Audit Report for the Morgan Square Business Improvement District for the period from January 1, 2008 through and including June 30, 2014. (Planning)

PREPARED BY: Raymond Pe, Principal Planner

PHONE: 336-4421

DEPARTMENT: Planning Division

APPROVED BY: 

EXPLANATION:

Background report attached.

FINANCIAL STATEMENT:

The Successor Agency will recover \$54,006.92 in attorney's fees from the settlement. The remaining funds in the PBID will be refunded in accordance with Str & Hwy Code 33671.

APPROVED: 

Finance

APPROVED: _____

MIS

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

[Adopt the resolution approving the Final Audit Report]

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Background Report
2. Settlement Agreement
3. Declaration of Ditas Yamane
4. Final Audit Report

Attachment 1

Background Report

The Morgan Square Property and Business Improvement District was formed on August 3, 2004, pursuant to the California Property and Business Improvement District Law of 1994 (Sts & Hwy Code Section 36600 et seq., "PBID Law"). The District was established to provide for the maintenance, operations, and servicing of certain improvements in the District, which generally includes parcels with frontage on National City Boulevard and Roosevelt Avenue between 2nd Street and 12th Street and on 8th Street between Interstate 5 and D Avenue.

On March 8, 2005, the Community Development Commission and National City Morgan Square, Inc., entered into an agreement for the administration and operation of the District pursuant to the Management District Plan and PBID Law. Subsequently, the City transferred approximately \$1,163,000 collected from the levy of assessments in the District to Morgan Square. In return, Morgan Square was to utilize these funds as set forth in the Agreement for activities and services in the District.

The District expired by its own terms in 2010 in accordance with the PBID Law. No action was taken by any of the Parties to renew the District, and it has not been renewed. On June 25, 2013, the City and the Successor Agency filed suit against Morgan Square for breach of the agreement and violation of the PBID Law based upon: (1) not providing certain accounting records and documentation to the City; and (2) upon expiration of the District, not taking steps to refund the remaining District Funds in Morgan Square's possession to the assessed property owners.

In September 2013, on the City's motion, the Superior Court for the County of San Diego issued a temporary restraining order to restrict the use of funds within Morgan Square's possession. In November 2013, an injunction was ordered by the Court prohibiting Morgan Square from using the District funds other than for a specific use approved by the Court, that being payment for Court approved legal expenses incurred by Morgan Square.

Subsequently, the Parties negotiated a Settlement Agreement and Release, which was approved by the City Council on December 15, 2015 and the Oversight Board of the Successor Agency on April 20, 2016. Under the terms of the Agreement:

1. Morgan Square shall prepare and submit a final audit to the City.
2. Morgan Square shall return the funds to the City.
3. The City will refund the funds in accordance with PBID Law.
4. The Successor Agency and the City shall recover \$54,006.92 in attorney's fees, payable from the funds.

Pursuant to the Settlement Agreement, Morgan Square has prepared the Final Audit Report for the period from January 1, 2008 through and including June 30, 2014. The

proposed resolution would approve the Final Audit Report for the Morgan Square Business Improvement District. Morgan Square is obligated to return all District Funds in the possession of Morgan Square to the City.

Final Audit

The Final Audit was prepared by the same firm that had previously performed the audits for the Morgan Square PBID. The audit report includes; statement of assets and net assets as of June 30, 2014 (with a comparison from January 1, 2008); statement of revenue and expenses for the 6-1/2 years ended June 30, 2014; statement of functional expenses for the 6-1/2 years ended June 30, 2014; schedule of payments received from the City and deposited to Morgan Square for the period of January 1, 2008 through April 10, 2010; and, cash transactions for the period of January 1, 2008 through June 30, 2014 (which includes the years in which the audit report was due as alleged in the litigation). The Final Audit, if approved, completes the outstanding requirement of Morgan Square to prepare and provide such a report.

In addition to the Final Audit, a declaration has been provided by Ditas Yamane, bookkeeper for Morgan Square, certifying that there has been no activity related to expenses paid from the accounts since the time of the audit statement.

Conclusion

The Final Audit concludes there is \$256,589 in cash and equivalents as of June 20, 2014. The Stipulated Judgment requires Morgan Square to turn over \$256,589 to the City. Once received, the City can return those monies to the property owners in accordance with PBID law.

Staff Recommendation

Approve the Final Audit Report.

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Joel B. Mason (SBN 207708)
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San Diego, CA 92101
3 Tel: (619) 236-9343
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4 Claudia G. Silva (SBN 167868)
5 City Attorney
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/21/2016 at 08:34:00 AM

Clerk of the Superior Court
By Jenitta Missimo, Deputy Clerk

[Fee Exempt, Gov. C. § 6103]

8
9 Attorneys for Plaintiffs City of National City and The
Successor Agency to the Community Development
10 Commission of the City of National City

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SAN DIEGO**

13 THE CITY OF NATIONAL CITY, a
14 municipal corporation; THE SUCCESSOR
15 AGENCY TO THE COMMUNITY
16 DEVELOPMENT COMMISSION AS THE
17 NATIONAL CITY REDEVELOPMENT
AGENCY; and ROES 1 through 10,

18 Plaintiffs,

19 v.

20 MORGAN SQUARE INC., a California
21 nonprofit corporation; NATIONAL CITY
22 MORGAN SQUARE, INC., an entity of
23 unknown origin; and DOES 1 through 25,
inclusive,

24 Defendants.

CASE NO. 37-2013-00054606-CU-OR-CTL

**STIPULATION FOR SETTLEMENT AND
(PROPOSED) ORDER APPROVING
GOOD FAITH SETTLEMENT
BETWEEN CITY OF NATIONAL CITY
[CITY] AND MORGAN SQUARE, INC.;
ORDERING TURN OVER OF FUNDS TO
THE CITY; ALLOWING
REIMBURSEMENT OF CITY'S
ATTORNEYS' FEES; DISSOLVING THE
PRELIMINARY INJUNCTION ISSUED
IN THIS CASE UPON PAYMENT OF
THE FUNDS TO THE CITY;
RETAINING JURISDICTION TO
ENFORCE THE SETTLEMENT AND
THE ORDERS OF THE COURT**

IMAGED FILE

Date: _____, 2016

Time:

Complaint Filed: June 25, 2013

Dept: 71

Judge: Hon. Gregory W. Pollack

25
26
27
28
Stipulation for Settlement and (Proposed) Order Approving Good Faith Settlement

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs, City of
2 National City and The Successor Agency to the Community Development Commission as the
3 National City Redevelopment Agency, and Defendants, Morgan Square Inc., a California non-
4 profit corporation and National City Morgan Square, Inc., by and through their respective
5 counsel of record, having reached a settlement of their dispute concerning the remaining funds
6 in the Downtown National City Property Business Improvement District ("PBID"), the status of
7 said funds being the central subject of the above-captioned lawsuit.

8 The Parties understand that each Party has the right to a trial of the matter, various
9 appeal rights, rights to move for a new trial, to set aside the judgment, and other remedies
10 directly and indirectly challenging the judgment. However, after a review of all the issues, the
11 Parties agree that they, and each of them, do not elect to try the matter, and instead agree to the
12 following stipulation for settlement of the issues that were raised or could have been raised in
13 the above-captioned lawsuit. The parties request that the Court retain jurisdiction over them to
14 enforce the settlement until performance in full of its terms.

15 The Parties stipulate as follows:

16 **SETTLEMENT AGREEMENT AND RELEASE**

17 This Settlement Agreement and Release ("Settlement Agreement") is made this
18 _____ day of February 2016, by and between MORGAN SQUARE, INC. ("Morgan
19 Square"), THE CITY OF NATIONAL CITY, a municipal corporation ("City"), and THE
20 SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE
21 NATIONAL CITY REDEVELOPMENT AGENCY ("Successor Agency"). Morgan Square,
22 the City and the Successor Agency are collectively referred to herein as the "Parties".

23 **RECITALS**

24 A. On August 3, 2004, pursuant to City Council Resolution No. 2004-148, the City
25 established the Downtown National City Property and Business Improvement District, also
26

1 known as Morgan Square (the "District") pursuant to the California Property and Business
2 Improvement District Law of 1994 (found at Sts. & Hy. Code, § 36600 et seq., "PBID Law").

3 B. The City delegated oversight of the District to the Community Development
4 Commission of the City of National City ("CDC"). On March 8, 2005, the CDC and National
5 City Morgan Square Inc. entered into a written agreement for administration and operation of
6 the District pursuant to the Management District Plan and PBID Law ("Agreement"). Even
7 though the Agreement was entered into by "National City Morgan Square, Inc.", Morgan
8 Square was and is the contractor providing services in the District.

9 C. The City transferred approximately \$1,163,000 collected from the levy of
10 assessments in the District to the Contractor (the "District Funds"). In return, Contractor was to
11 utilize the District Funds as set forth in the Agreement for activities and services in the District.
12 The District expired by its own terms in 2010, and in accordance with the PBID Law, and no
13 action was taken by any of the Parties to renew the District and it has not been renewed.

14 D. The Successor Agency was created by the City Council of the City of National
15 City pursuant to Resolution No. 2012-15 and Part 1.85 of the Health and Safety Code to serve
16 as the Successor Agency to the CDC (the Redevelopment Agency) upon its dissolution under
17 Assembly Bill ABX1-26 (2011).

18 E. The City and the Successor Agency contend that Morgan Square is in breach of
19 the Agreement and violation of the PBID Law by not providing certain accounting records and
20 documentation to the City and by not taking steps to refund, upon expiration of the District, the
21 remaining District Funds in Morgan Square's possession in accordance with PBID Law.
22 Morgan Square disputes these contentions.

23 F. On June 25, 2013, City and Successor Agency filed a lawsuit against Morgan
24 Square in the Superior Court for the County of San Diego, identified as Case No. 37-2013-
25 00054606-CU-OR-CTL ("Litigation"), arising out of obligations and covenants under PBID
26 Law and the Agreement, in order to preserve the status quo pending mediation. Mediation was
27

1 unsuccessful and the Parties proceeded to litigation and the City was compelled to undertake
2 pre-trial law and motion and discovery activity.

3 G. On or about September 16, 2013, on the City's motion the Court issued a TRO
4 and then on or about November 19, 2013, an injunction prohibiting Morgan Square from using
5 the District funds other than for a specific use approved by the Court, that being payment for
6 Court approved legal expenses incurred by Morgan Square.

7 H. Without admitting any liability or fault, each of the Parties to this Settlement
8 Agreement now desires to resolve all aspects of the Litigation among themselves.

9 **AGREEMENT**

10 NOW THEREFORE, in consideration of the foregoing and for good and valuable
11 consideration the parties hereby agree as follows:

12 **1. Settlement.**

13 (a) Morgan Square hereby acknowledges and agrees that this Settlement Agreement
14 is subject to approval by the Successor Agency and the City, the Oversight Board of the City of
15 National City ("Oversight Board"), and review and approval of the State of California
16 Department of Finance ("Department of Finance"). In the event the Successor Agency and the
17 City, the Oversight Board, and/or of the Department of Finance, or any of them, do not approve
18 this Settlement Agreement, then the Settlement Agreement shall become null and void.

19 (b) Morgan Square agrees to cooperate in all necessary steps to prepare a final audit
20 report for the period from January 1, 2008 through and including June 30, 2015. This audit
21 report is intended to be submitted to the City on or before April 1, 2016, for presentation,
22 review, and approval at a public meeting. This will result in a separate analysis for any
23 disbursements made by Morgan Square since the last audit by the Sonnenberg CPA firm, if any
24 have been made. If none have been made the prior audit will satisfy this condition.

25 (c) Within five (5) days of the final approval of the settlement by the Successor
26 Agency and the City, the Oversight Board of the City of National City, and the Department of
27 Finance, to the extent necessary, Morgan Square shall pay all District Funds in the custody,
28

1 possession, or control of Morgan Square. over to the City to be distributed as refunds pursuant
2 to the PBID Law, specifically Streets and Highways Code section 36671.

3 (d) Morgan Square shall deliver all remaining District Funds to the City to be
4 distributed as refunds in accordance with the PBID Law and Streets and Highways Code section
5 36671. Except as otherwise expressly provided in this Agreement and that the City Of National
6 City may be refunded assessments on properties owned by it for which it paid assessments, as
7 provided by the Property and Business Improvement District Law of 1994, the City Of National
8 City will not retain, obtain, charge, or in any way keep or collect any amount whatsoever from
9 the District Funds to be refunded to the Morgan Square District members pursuant to this
10 Agreement. Nothing in this Agreement is intended to alter the outcome under State law for
11 return of the District Funds. Any breach by the City Of National City of this provision shall be
12 considered a material breach of the Agreement and shall release the Morgan Square District
13 from its obligations herein under.

14 (e) Execution of this Settlement Agreement shall not constitute a ratification of the
15 acts of any of the Parties in connection with the District.

16 2. Dismissal of the Litigation. On June 25, 2013, the Successor Agency and the City were
17 compelled to file the Litigation against Morgan Square after the latter failed to follow through
18 on a negotiated settlement, and the City obtained an injunction to preserve the District Funds.
19 The Parties hereby agree the Litigation shall be dismissed upon the Effective Date of the
20 Release, defined below, or on a date determined by the Court within its discretion.

21 **3. Release of Claims.**

22 (a) Scope of Releases. The Parties and each of them, by and for itself hereby
23 acknowledges and agrees that the scope of the mutual release and discharge of claims recited in
24 Sections 3(b) and (c) below shall be interpreted to the broadest extent permissible under law.

25 (b) Effective Date of Release. The releases contained in this Settlement
26 Agreement shall be contingent upon and shall not be effective until the "Effective Date of
27 Release" which shall be when both of the following occur: (i) the City and the Successor
28

1 Agency approve the final audit and any related reports at a public hearing; and (ii) the
2 expiration of all applicable times, with no claims having been filed, to challenge the
3 administration of the District and to challenge distributions or refunds under the PBID
4 Law and/or to seek and initiate refund claims. Upon the occurrence of the Effective Date of
5 Release and provided that the Department of Finance does not thereafter disapprove of the
6 Settlement Agreement, the Parties shall mutually release one another from all obligations and
7 liabilities with respect to the matters that were raised within the Litigation only.

8 (c) **Mutual Release and Discharge of Claims.** Effective only upon the Effective
9 Date of Release, defined above, and provided that the Department of Finance does not thereafter
10 disapprove of the settlement, and except for the obligations of the Parties under the terms of this
11 Settlement Agreement, the Parties separately by and for itself, each freely and without coercion,
12 fully and forever releases, acquits and discharges each other party hereto and their attorneys,
13 sureties, agents, servants, representatives, employees, members, Council Members, officers,
14 trustees, subsidiaries, affiliates, partners, predecessors, successors-in-interest, heirs, executors
15 and assigns, and all persons acting by, through, under or in concert with them, of and from any
16 and all past, present, or future claims, demands, obligations, actions, causes of action, damages,
17 costs, attorney's fees, losses of service, expenses, liabilities, suits, and compensation of any
18 kind or nature whatsoever, whether based on tort, contract, or other theory of recovery, claimed
19 by any of them which arise from or relate to facts or events occurring on or before the date of
20 this Settlement Agreement with respect to the Litigation only. The Parties expressly
21 acknowledge and agree that this release shall extend to any and all claims, whether judicial,
22 administrative or otherwise, including, without limitation, claims made with any court,
23 commission, tribunal, board or administrative body with jurisdiction to consider such claims
24 related to the Litigation. This release expressly extends to and bars any and all complaints,
25 actions and/or proceedings, whether judicial or administrative, actually instituted by the Parties,
26 or which could be instituted by any of the Parties, with respect to the Litigation. Nothing in this

1 Settlement Agreement shall be construed to mean that any of the Parties is or are waiving any
2 rights to enforce this Settlement Agreement.

3 (d) **Waiver of California Civil Code Section 1542.**

4 (i) Effective only upon the Effective Date of Release, defined above, and
5 provided that the Department of Finance does not thereafter disapprove of the Settlement
6 Agreement, the release and discharge specified in Section 2(c), above, shall be effective to bar
7 all claims, damages, claims for disability benefits, personal injuries, claims for compensation,
8 controversies, actions, causes of action, obligations, liabilities, costs, expenses, attorneys' fees
9 and damages of any character, nature and kind, whether known or unknown, suspected or
10 unsuspected. In furtherance of this intention, the Parties and each of them expressly waives and
11 relinquishes any and all rights and benefits conferred on them by the provisions of Section 1542
12 of the California Civil Code.

13 (ii) The Parties understand that California Civil Code Section 1542 provides
14 as follows:

15 A general release does not extend to claims which a creditor does not know or
16 suspect to exist in his or her favor at the time of executing the release, which if
17 known by him or her must have materially affected his or her settlement with the
debtor.

18 (iii) It is expressly understood and agreed by the Parties that the possibility of
19 unknown claims exists and has been explicitly taken into account in determining the
20 consideration to be given for this Settlement Agreement and that a portion of the consideration,
21 having been bargained for with full knowledge of the possibility of such unknown claims, was
22 given in exchange for the release and discharge of the matters, claims and/or rights covered by
23 this Settlement Agreement.

24 (iv) The Parties agree that if either or any of them hereafter commences, joins
25 in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any
26 of the settled claims released hereunder, then he/she/it shall pay to the other parties, in addition
27

1 to any other damages caused to the other parties thereby, all attorneys' fees incurred by the
2 other parties in defending or otherwise responding to said suit of settled claims.

3 (v) This release shall not operate to release any claims the Parties may later
4 have for the enforcement of the obligations created by this Settlement Agreement.

5 (vi) The Court approving this settlement shall retain jurisdiction to enforce
6 and interpret the terms of the settlement as necessary, as requested by either of the parties on an
7 ex parte basis.

8 **4. Representations and Warranties.**

9 (a) **Representation of Comprehension.** By entering into this Settlement
10 Agreement, each party represents to the other that (i) each of them fully understands and accepts
11 the terms of this Settlement Agreement; (ii) each of them has relied upon the legal advice of
12 their attorneys or that they have freely and independently chosen not seek the advice of an
13 attorney; (iii) each of them has had a full and ample opportunity to consult with any other
14 professionals of their choice in connection with the rights and liabilities created by this
15 Settlement Agreement; (iv) none of them has any questions with regard to the legal import of
16 any term, word, phrase, or portion of this Settlement Agreement, or this Settlement Agreement
17 in its entirety; and (v) each of them accepts the terms of this Settlement Agreement as written.

18 (b) **Representation of Approvals.**

19 (i) By the Successor Agency and the City. Except for the pending approval
20 of the Settlement Agreement by the Successor Agency, Oversight Board, and Department of
21 Finance, by entering into this Settlement Agreement, the Successor Agency and the City and the
22 persons signing below on behalf of the Successor Agency and the City, each represents to
23 Morgan Square that: (1) the persons signing below on behalf of the Successor Agency and the
24 City are authorized to execute this Settlement Agreement on behalf of the Successor Agency
25 and the City; and (2) this Settlement Agreement is binding on the Successor Agency and the
26 City.

1 (ii) By Morgan Square. By entering into this Settlement Agreement, Morgan
2 Square, and the person signing below on behalf of Morgan Square, each represents to the
3 Successor Agency and City that: (1) this Settlement Agreement has been duly approved by all
4 necessary board or member actions and no further or additional approvals are needed; (2) the
5 person signing below on behalf of Morgan Square is authorized to execute this Settlement
6 Agreement on behalf of Morgan Square; and (3) this Settlement Agreement is binding on
7 Morgan Square.

8 **5. Compromise.**

9 This Settlement Agreement is the result of a compromise and shall never at any time or
10 for any purpose be considered an admission of liability or responsibility on the part of any party
11 hereto, nor shall the payment of any sum of money in consideration for the execution of this
12 Settlement Agreement constitute or be construed as an admission of any liability whatsoever by
13 any of the Parties hereto.

14 **6. General Provisions.**

15 (a) **Attorneys' Fees.** The Parties hereto acknowledge and agree that the Successor
16 Agency and the City shall recover their reasonable attorneys' fees and costs in the reduced
17 amount of \$54,006.92, incurred from having to bring the Litigation resulting in this Settlement
18 Agreement, including without limitation, the negotiation, drafting, and execution of this
19 Settlement Agreement, and all matters connected therewith. The City shall be allowed to pay
20 itself these fees from the funds turned over to it by Morgan Square, upon approval of the audit
21 on or before June 30, 2016. In the event any action or proceeding is brought to enforce this
22 Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and
23 costs against the non-prevailing parties, in addition to all other relief to which that party or those
24 parties may be entitled. The "prevailing party" shall be that party who obtains substantially the
25 result sought, whether by further settlement, dismissal, or judgment.

26 (b) **Construction of Settlement Agreement.** This Settlement Agreement is the
27 product of negotiation and preparation by and among each party hereto and their respective
28

1 attorneys. Accordingly, all Parties hereto acknowledge and agree that this Settlement
2 Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for
3 one party or another, and this Settlement Agreement shall be construed accordingly.

4 (c) **Binding Effect.** This Settlement Agreement shall be binding upon and inure to
5 the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustees,
6 trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents,
7 subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants,
8 employees, representatives, and all persons, firms, plaintiffs, defendants and/or persons or
9 entities connected with each of them, including, without limitation, their insurers, sureties,
10 attorneys, consultants and experts.

11 (d) **Severability.** If any provision or any part of any provision of this Settlement
12 Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy
13 or any law, then the remainder of this Settlement Agreement shall not be affected thereby and
14 shall remain in full force and effect.

15 (e) **Entire Agreement.** This Settlement Agreement contains the entire
16 understanding among the Parties to this Settlement Agreement with regard to the Litigation.
17 District and/or the District Funds, and is intended to be and is a final integration thereof. There
18 are no representations, warranties, agreements, arrangements, undertakings, oral or written,
19 between or among the Parties hereto relating to the terms and conditions of this Settlement
20 Agreement that are not fully expressed herein.

21 (f) **Incorporation of Recitals.** The Recitals to this Settlement Agreement are
22 hereby incorporated into this Settlement Agreement by this reference.

23 (g) **Facsimile Signatures.** Facsimile or electronically transmitted copies of
24 signatures shall be acceptable and treated as original signatures.

25 (h) **Counterparts.** This Settlement Agreement may be executed in counterparts and
26 each executed counterpart shall be as effective as the original.

(i) **Further Assurances.** All Parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

(j) **Time of the Essence.** Time is of the essence for the full execution of this Settlement Agreement and implementation of each and every provision hereof.

(k) **Signatories' Representations and Warranties.** Each signatory to this Settlement Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each party whom such individual represents or purports to represent.

(I) **Waiver of Right to Collaterally Attack or Set Aside Settlement Agreement.** The Parties hereby waive all rights of appeal, motions for new trial, motions for judgments notwithstanding the verdict, motions to set aside a judgment of dismissal, if any, and any and all other direct and/or collateral attacks on this Settlement Agreement. This Settlement Agreement is and shall be a full adjudication, settlement and resolution of all claims and defenses in the Litigation as of the date of this Settlement Agreement; and, except for the covenants expressly provided in this Settlement Agreement, this Settlement Agreement discharges all claims and defenses presented by the Litigation. This Agreement shall bind successors, heirs and assigns of all of the Parties.

(m) **Covenant Not to Sue.** The Parties covenant and agree never to commence, aid, or in any way or in any manner prosecute against each other any legal action or proceeding based upon the matters released and settled in this Settlement Agreement and/or to commence any legal action or proceeding based upon any other claim, demand, cause of action, obligations, damage or liability arising out of or related to the matters settled, released and compromised in this Settlement Agreement. This covenant does not extend to any legal action or proceeding brought for the purpose of enforcing this Settlement Agreement.

7. The Parties agree that this settlement is entered into in good faith and request the court to issue an order finding the settlement to have been in good faith and barring any action by any third parties concerning this good faith settlement and the matters that were raised or that could have been raised in this litigation under the provisions of Code of Civil Procedure section 877.6.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the date first written above.

CITY:

The City of National City, a municipal corporation

By: [Signature]

Print Name: Ron Morrison

Its: Mayor

Dated: March 9, 2016

SUCCESSOR AGENCY:

The Successor Agency to the Community Development Commission as the National City Redevelopment Agency

By: [Signature]

Print Name: Ron Morrison

Its: Chairman

Dated: March 9, 2016

MORGAN SQUARE:

Morgan Square Inc., a California nonprofit corporation

By: [Signature]

Print Name: Patti E. Finnegan, President

Dated: March 8, 2016

1 APPROVED AS TO FORM AND CONTENT

2
3 Dated: 3/8, 2016

HASKINS & ASSOCIATES, APC

4 By: [Signature]
Steve Haskins, Esq.
Attorney for Defendants Morgan Square Inc., a
California non-profit corporation and National
City Morgan Square, Inc.

5
6
7 Dated: 3/17, 2016

CITY ATTORNEY

8 By: [Signature]
Claudia G. Silva, Esq.
Attorney for Plaintiffs City of National City
and the Successor Agency to the Community
Development Commission as the National City
Redevelopment Agency

9
10
11
12 Dated: 3/18, 2016

CHRISTENSEN & SPATH LLP

13 By: [Signature]
Charles B. Christensen, Esq.
Joel B. Mason, Esq.
Attorneys for Plaintiffs City of National City
and the Successor Agency to the Community
Development Commission as the National City
Redevelopment Agency

14
15
16
17
18 **ORDER**

19 Based upon the foregoing stipulation for settlement and good cause appearing therefore,
20 the Court hereby APPROVES the Parties Stipulation for Settlement and Good Faith Settlement
21 Agreement;

22 IT IS ORDERED THAT:

- 23 1. ALL FUNDS IN THE POSSESSION OF DEFENDANTS [IN THE AMOUNT OF
24 \$256,589.00] BE TURNED OVER TO THE CITY UPON THE APPROVAL OF
25 THE SETTLEMENT BY THE DEPARTMENT OF FINANCE;
26 2. THE CITY BE ALLOWED TO REIMBURSE ITSELF FOR THE PAYMENT OF
27 ITS ATTORNEY'S FEES IN THE AMOUNT OF \$54,006.92;

- 1 3. UPON THE PAYMENT OF ALL FUNDS TO THE CITY THAT THE
2 PRELIMINARY INJUNCTION ISSUED IN THIS CASE BE AND IS HEREBY
3 DISSOLVED; AND
4 4. THE COURT HEREBY RETAINS JURISDICTION TO ENFORCE THE
5 SETTLEMENT AND THE ORDERS OF THE COURT;
6 5. EACH OF THE PARTIES ARE HEREBY ORDERED TO PERFORM ALL ACTS
7 AGREED TO BY THE RESPECTIVE PARTIES WITHIN THE TIME
8 CONSTRAINTS REFERRED TO IN THE SETTLEMENT.

9 IT IS SO ORDERED.

10 Dated: 3/25/16



Hon. Gregory W. Pollack
JUDGE OF THE SUPERIOR COURT

DECLARATION OF DITAS YAMANE

I, DITAS YAMANE, declare and state as follows:


1. I am the bookkeeper of Defendant Morgan Square, Inc. in the above-captioned matter. In my position I have firsthand knowledge of the activity and expenses on Defendant Morgan Square, Inc.'s accounts and funds. The following declarations are of my own personal knowledge and if sworn as a witness, I could competently testify thereto.

2. I have reviewed the pertinent records of the Defendant Morgan Square, Inc. accounts and funds, in particular pertinent to the status and activity of the Business Improvement District account funds at issue in the above-captioned litigation. I have also reviewed the Transmittal Letter dated July 31, 2014, from Leonard C. Sonnenberg, CPA, and its attachments and enclosures, including the Morgan Square, Inc. Audited Financial Statements, dated June 30, 2014, and the Independent Auditor's Report dated July 31, 2014, a true and correct copy of which is attached hereto as Exhibit 1.

3. I hereby certify that there has been no activity related to or expenses paid from the pertinent Defendant Morgan Square, Inc., accounts since the audit reflected by the aforementioned Transmittal Letter and attachments and enclosures from Mr. Leonard C. Sonnenberg, CPA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 8th day of June 2016, at National City, California.


DITAS YAMANE

MORGAN SQUARE, INC.

24

July 31, 2014

Sonnenberg & Company, CPAs
5190 Governor Dr. Suite 201
San Diego, CA 92122

This representation letter is provided in connection with your audit of the financial statements of Morgan Square, Inc., which comprise the statements of net assets as of June 30, 2014, and the related statements of activities-cash basis for the 6 1/2 years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with the cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of July 31, 2014, the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated February 19, 2014 including our responsibility for the preparation and fair presentation of the financial statements.
- The financial statements referred to above are fairly presented in conformity with cash basis of accounting.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of cash basis accounting.
- All events subsequent to the date of the financial statements and for which cash basis accounting requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with cash basis accounting.
- Material concentrations have been appropriately disclosed in accordance with cash basis.
- Guarantees, whether written or oral, under which the organization is contingently liable, have been properly recorded or disclosed in accordance with cash basis accounting.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.


- o Additional information that you have requested from us for the purpose of the audit.
 - o Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the organization and involves:
 - o Management,
 - o Employees who have significant roles in internal control, or
 - o Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We are aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with the cash basis of accounting, and we have consulted a lawyer concerning such litigation, claims, or assessments.
- We have disclosed to you the identity of the organization's related parties and all the related party relationships and transactions of which we are aware.
- The organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- Morgan Square, Inc. is an exempt organization under Section 501(c)(6) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
- We acknowledge our responsibility for presenting the schedule of functional expenses and the schedule of temporarily restricted net assets in accordance with cash basis and we believe the schedules, including its form and content, is fairly presented in accordance with cash basis. The methods of measurement and presentation of the schedules have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- We understand that as part of the audit, the auditor
 - o Analyzed and/or updated the temporarily restricted revenue accounts,
 - o Prepared certain adjusting entries based on these analyses and schedules.
 - o We have reviewed the schedules and entries provided by the auditor. We understand and approve the entries prepared by the auditor.

No events have occurred subsequent to the statement of financial position date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Executive Director


DITTAS YAMANE, EXEC. SEC.

Board Officer


Patti Finnegan, President



Sonnenberg & Company, CPAs

A Professional Corporation

5190 Governor Drive, Suite 201, San Diego, California 92122

Phone: (858) 457-5252 • (800) 464-4HOA • Fax: (858) 457-2211 • (800) 303-4FAX



Leonard C. Sonnenberg, CPA

Morgan Square, Inc. Audited Financial Statements June 30, 2014

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Leonard C. Sonnenberg, CPA

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Morgan Square, Inc.

We have audited the accompanying financial statements of Morgan Square, Inc. (a nonprofit organization), which comprise the statement of assets and net assets—cash basis as of June 30, 2014, and the related statement of revenue and expenses—cash basis for the 6 ½ year period from January 1, 2008 through June 30, 2014, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting as described in Note 2; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets and net assets – cash basis of Morgan Square, Inc. as of June 30, 2014, and its revenue and expenses – cash basis for the 6½ year period then ended in accordance with the cash basis of accounting as described in Note 2.

Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinion is not modified with respect to that matter.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of 1) City of National City Payments Received and Deposited to Morgan Square Bank Accounts on page 9 and 2) Cash Transactions on pages 10 to 14 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Going Concern

The District currently has no source of revenues, and the ultimate disposition of funds on hand has not been determined.

July 31, 2014


Sonnenberg & Company, CPAs

Morgan Square, Inc.
STATEMENT OF ASSETS AND NET ASSETS - CASH BASIS
June 30, 2014
With Comparative Totals for January 1, 2008

	<u>June 30, 2014</u>	<u>Jan. 1, 2008</u>
ASSETS:		
Cash - Union Bank (Operating)	\$ 32,116	21,455
CD - First Future / Cal Coast	-	102,836
MM - Pacific Western Bk	28	
MM - USA Fed CU	3,014	
MM - USA Fed CU	5	105
MM - USA Fed CU	218	50,766
MM - Seacoast Commerce Bk	129,633	
MM - Seacoast Commerce Bk	81,224	-
MM - Seacoast Commerce Bk	<u>10,351</u>	<u>-</u>
TOTAL ASSETS	\$ <u>256,589</u>	\$ <u>175,162</u>
 NET ASSETS:		
Unrestricted	\$ <u>256,589</u>	\$ <u>175,162</u>
TOTAL NET ASSETS	\$ <u>256,589</u>	\$ <u>175,162</u>

The Accompanying Notes are an Integral Part of the Financial Statements

Morgan Square, Inc.
STATEMENT OF REVENUE AND EXPENSES - CASH BASIS
For the 6 and 1/2 Years Ended June 30, 2014

Revenue:

City of National City - Assessments	\$ 492,338
Interest Income	16,454
Total revenue	<u>508,792</u>

Expenses:

Program Services	339,312
Supporting Services	88,053
Total expenses	<u>427,365</u>

Change in net assets	\$ 81,427
-----------------------------	------------------

Net assets, beginning of period	<u>175,162</u>
--	----------------

Net assets, end of period	<u><u>\$ 256,589</u></u>
----------------------------------	--------------------------

The Accompanying Notes are an Integral Part of the Financial Statements

Morgan Square, Inc.
STATEMENT OF FUNCTIONAL EXPENSES - CASH BASIS
For the 6 and 1/2 Years Ended June 30, 2014

	<u>Program Services</u>	<u>Support Services</u>	<u>Total Expenses</u>
Expenses:			
Arbitration - AAA	\$	\$ 2,538	\$ 2,538
Audit - Sonnenberg - 2007		3,600	3,600
Bank charges, fees, etc.		760	760
Consulting - Inzunza		15,200	15,200
Consulting - Marza		6,000	6,000
Insurance - Hartford - D&O		3,500	3,500
Legal - Haskins		25,856	25,856
Maintenance - Rodriguez	251,500		251,500
Maintenance - Plaza Mgmt	17,250		17,250
Maintenance - Urban Corp SD	54,165		54,165
Lighting - Universal	4,060		4,060
Management - Yamane		30,600	30,600
National City Foundation	2,000		2,000
Program - Miscellaneous	2,337		2,337
Sculpture - Becker	5,000		5,000
Stone/Tile - Valencia	3,000		3,000
	<u> </u>	<u> </u>	<u> </u>
Total Expenses	\$ <u>339,312</u>	\$ <u>88,053</u>	\$ <u>427,365</u>

The Accompanying Notes are an Integral part of the Financial Statements

Morgan Square, Inc.
Notes to Financial Statements
For Years Ended June 30, 2014

Note 1. Organization and Nature of Activities

The Morgan Square, Inc. (the District, also known as “Morgan Square District” or National City Downtown Property Business Improvement District”) was incorporated on December 13, 2004 as a non-profit public benefit corporation. The District operated under an agreement with the Community Development Commission of the City of National City, CA. The District includes 153 parcels representing 96 property owners. Operations began, essentially, in May 2005 with the initial receipt of assessment revenues (See Note 4).

The primary objectives and purposes of this corporation are to bring about the revitalization of the District and its surrounds in the City of National City and to bring about the increased economic well-being of residents, employees, and businesses within the District. In addition, the District strives to promote business improvements and economic development within the District through activities which contribute to the neighborhood and well-being of the Morgan Square Community.

Morgan Square, Inc. is led by a group of significant, small and long-time business and property owners, who pay special assessments in the District. The members of the Board of Directors are composed of four officers and up to nine members who are all business-owners and/or property owners within the District.

Morgan Square’s activities ensure maintenance including litter control, illegal dump removal, graffiti control, sidewalk safety hazard monitoring, lighting service, tree maintenance, and security. Most of these services were provided under contracts with Ezekiel Rodriguez Maintenance and with Urban Corps of San Diego County.

Income Taxes

Morgan Square, Inc. is exempt from federal and state income taxes under Section 501(c)(6) of the Internal Revenue Code and section 23701(e) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes is included in the accompanying financial statements. Management is not aware of any uncertain income tax positions that might jeopardize its tax status.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

Morgan Square’s financial statements have been prepared on the cash basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets, liabilities, revenues, and expenses as of the dates and for the periods presented.

Morgan Square, Inc.
Notes to Financial Statements
For the 6 ½ Years Ended June 30, 2014

Note 2. Summary of Significant Accounting Policies (continued)

Cash and cash equivalents

Morgan Square considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are receivables from governmental agencies. Morgan Square has no accounts receivable as of June 30, 2014.

Concentration of Credit Risk

The primary revenue consists of assessments received from the City of National City. Concentration of credit risks with respect to revenue are limited, as the majority of Morgan Square's revenues consist of fees from contracts granted by the City of National City.

Date of Management Review

Morgan Square's management has evaluated subsequent events through July 31, 2014, the date the financial statements were available to be issued. Management is not aware of any subsequent events that would require adjustment to, or disclosures in, the financial statements.

Note 3. Assessment Revenue

The District's income is derived from property tax assessed on properties within the District. The assessment year is July 1 through June 30 of each year. Morgan Square received \$492,338.46 during the period from January 1, 2008 through April 10, 2010. Thereafter, all assessment payments ceased.

Note 4. Commitments and Contingencies

Morgan Square's contract with the former Community Development Commission is subject to inspection and audit by the appropriate agencies. No provisions for the possible disallowance of program costs have been reflected on its financial statements.

Morgan Square, Inc.
Notes to Financial Statements
For the 6 ½ Years Ended June 30, 2014

Note 5. Litigation

Nature of the Litigation: San Diego Superior Court Case No. 37-2013-00054606-CU-OR-CTL was filed by the City of National City against Morgan Square, Inc. on June 25, 2013. The case seeks to obtain all funds held by Morgan Square to be distributed according to the City's interpretation of the State law concerning leftover funds under the control of such Districts upon the end of the their authorized term of operation.

Progress of the Matter: The matter is pending. A status conference is scheduled for August 8, 2014, before Judge Prager of the Central Division of the San Diego Superior Court.

Evaluation of the Outcome: An evaluation of an unfavorable outcome and an estimate of potential loss cannot be made as of the date of this report.

Note 6. Unpaid Liabilities

Morgan Square has certain unrecorded liabilities, which have not been included in the accompanying cash-basis financial statements, as follows.

Attorney Fees and expenses – Haskins & Associates	\$ 16,764.95
Audit Fees - Sonnenberg & Company, CPAs, APC	10,000.00
Directors & Officers Insurance – The Hartford	530.00
 Total Unpaid Liabilities	 \$ 27,294.95
 Total Cash and Equivalents as of June 30, 2014	 \$256,589.27
 Remaining Balance	 \$229,294.32

Morgan Square, Inc.
Schedule of Payments Received from City of National City
and Deposited to Morgan Square Bank Accounts
January 1, 2008 through April 10, 2010

<u>Year</u>	<u>Payments</u>	<u>USA CU</u>	<u>Union Bk</u>	<u>Pac West</u>
2008	38,676.51	38,676.51		
	66,697.28	66,697.28		
	5,187.46		5,187.46	
	4,220.12		4,220.12	
	6,951.35		6,951.35	
	69,822.87		69,822.87	
	404.80		404.80	
	23,182.73		23,182.73	
2009	126,701.85		126,701.85	
	5,722.28			5,722.28
	5,617.52			5,617.52
	2,116.93			2,116.93
	91,021.34			91,021.34
	43,015.04			43,015.04
	2,642.48			2,642.48
2010	<u>357.90</u>		<u>357.90</u>	<u> </u>
Totals	492,338.46	105,373.79	236,829.08	150,135.59

See Auditor's Report

CASH TRANSACTIONS

	Beg Bal	Deposit	#	Trans-In	Interest	#	Trans-Out	Expense	End Bal
Union Bk	21,455.03	236,829.08		180,109.17	-		-	406,277.68	32,115.60
FirstFut/Cal Coast	102,835.59	-		-	4,521.82		107,357.41	-	-
PacWest 2052	-	7,734.45		107,357.41	74.92		115,164.78	2.00	-
PacWest 2458	-	5,722.28		414,336.15	142.04		420,000.00	172.00	28.47
PacWest CD's	-	-		150,000.00	1,211.83		151,211.83	-	-
PacWest CD's	-	136,678.86		51,408.88	1,371.80		189,459.54	-	0.00
Neighb 0980	-	-		338,396.12	326.03		335,707.82	-	3,014.33
Neighb 5080	-	-		251,050.66	2,306.40		253,357.06	-	-
Neighb CD's	-	-		50,000.00	1,414.27		51,408.88	-	5.39
USA Sav / Navy	105.00	105,373.79		-	200.04		105,678.83	-	0.00
USA S35 / Navy	-	-		83,642.14	75.51		83,500.00	-	217.65
USA CD 6689	43,633.84	-		-	1,859.85		45,493.69	-	-
USA CD 6690	7,132.42	-		-	337.20		7,469.62	-	0.00
Sec Bk 2652	-	-		250,000.00	1,151.09		251,151.09	-	-
Sec Bk 5435	-	-		120,000.00	75.05		120,047.80	27.25	-
Seacoast 2509	-	-		129,144.00	489.37		-	-	129,633.37
Seacoast 2312	-	-		230,357.06	896.64		150,000.00	30.00	81,223.70
Seacoast 9715	-	-		10,350.76	-		-	-	10,350.76
Atty Trust a/c	-	-		150,000.00	-		129,144.00	20,856.00	-
Totals	175,161.88	492,338.46		2,516,152.35	16,453.86		2,516,152.35	427,364.93	256,589.27
Total NC ->		492,338.46							TB

Union Bk	Date	Beg Bal	Deposit		Trans-In	Interest	Trans-Out	Expense	End Bal
	2007	21,455.03							21,455.03
	508	21,455.03		18	25,000.00				46,455.03
NC	308	46,455.03	5,187.46						51,642.49
NC	508	51,642.49	6,951.35						58,593.84
NC	608	58,593.84	69,822.87						128,416.71
NC	708	128,416.71	404.80						128,821.51
NC	708	128,821.51	4,220.12						133,041.63
NC	708	133,041.63	23,182.73					150,618.10	5,606.26
		5,606.26							5,606.26
fr USA S 35	109	5,606.26		16	25,000.00				30,606.26
NC	109	30,606.26	126,701.85						157,308.11
	209	157,308.11						103,738.13	53,569.98
NC	410	53,569.98	357.90						53,927.88
misc	410	53,927.88	10.50						53,938.38
	1210	53,938.38							53,938.38
fr Sec Pac Bk	911	53,938.38		10	15,000.00				68,938.38
	911	68,938.38						67,675.68	1,262.70
	2012	1,262.70							1,262.70
fr Sec Pac Bk	112	1,262.70		19	109.17				1,371.87
fr Neigh Bk	212	1,371.87		34	20,000.00				21,371.87
fr Neigh Bk	812	21,371.87		17	9,000.00				30,371.87
fr Neigh Bk	1212	30,371.87		17	6,000.00				36,371.87
	1212	36,371.87						33,930.00	2,441.87
	1212	2,441.87	10.00						2,451.87
misc	2013	2,451.87	50.00						2,501.87
	113	2,501.87		11	36,000.00				38,501.87
	413	38,501.87		11	44,000.00				82,501.87
		82,501.87						50,386.27	32,115.60
	1213	32,115.60							32,115.60
	314	32,115.60							32,115.60
	614	32,115.60							32,115.60
Subtotal		21,455.03	236,899.58		180,109.17	-	-	406,348.18	32,115.60
reclass refunds			(70.50)					(70.50)	
Totals		21,455.03	236,829.08		180,109.17	-	-	406,277.68	32,115.60

Note: Numbers indicate transfers in and transfers out
See Auditor's Report

CASH TRANSACTIONS

FirstFut/Cal Coas	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	1207	102,835.59						102,835.59
	307	102,835.59			1,222.34			104,057.93
	607	104,057.93			1,016.93			105,074.86
	907	105,074.86			655.54			105,730.40
	1207	105,730.40			644.52			106,374.92
	308	106,374.92			611.02			106,985.94
to PW 2052	508	106,985.94			371.47	1	107,357.41	(0.00)
		(0.00)						(0.00)
Totals		102,835.59	-	-	4,521.82	107,357.41	-	-

PacWest 2052	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	508	-						-
	509	-	7,734.45					7,734.45
Fr FF-CalCoast	509	7,734.45		107,357.41				115,091.86
	609	115,091.86			41.55			115,133.41
to CD 2305	609	115,133.41				2	100,000.00	15,133.41
	1209	15,133.41			17.91			15,151.32
	610	15,151.32			15.46		2.00	15,164.78
to PW 2458	610	15,164.78				4	15,164.78	0.00
		0.00						0.00
Totals		-	7,734.45	107,357.41	74.92	115,164.78	2.00	-

PacWest 2458	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	509	-						-
NC	509	-	5,722.28	31	58,500.00		5.00	64,217.28
to CD 2306	509	64,217.28				3	50,000.00	14,217.28
	1209	14,217.28						14,217.28
fr 2305	710	14,217.28		5	100,840.96			115,058.24
fr 2306	710	115,058.24		6	50,370.87			165,429.11
fr 2052	710	165,429.11		4	15,164.78			180,601.19
		180,601.19			7.30			180,617.74
		180,617.74			18.55		2.00	180,617.74
CD 2485	710	180,617.74		7	50,364.67			230,982.41
CD 2486	710	230,982.41		8	50,364.67			281,347.08
CD 2487	710	281,347.08		9	88,730.20			370,077.28
		370,077.28			57.88			370,135.16
To Sec	810	370,135.16			58.31	32	120,000.00	250,187.47
To Sec	810	250,187.47				33	250,000.00	112.47
	1210	112.47					84.00	28.47
	614	28.47						28.47
Totals		-	5,722.28	414,336.15	142.04	420,000.00	172.00	28.47

PacWest CD's	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
CD 2305	609	-		2	100,000.00			481.39
to Pac West	710				359.57	5	100,840.96	
CD 2306	609	-		3	50,000.00			215.98
to Pac West	710				154.89	6	50,370.87	
Totals		-	-	150,000.00	1,211.83	151,211.83	-	-

PacWest CD's	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
CD 2485	709	-	50,000.00		123.29			-
to Pac West	710				241.38	7	50,364.67	-
CD 2486	709	-	50,000.00		123.29			-
to Pac West	710				241.38	8	50,364.67	-
CD 2487	709	-	36,678.86	31	51,408.88			217.20
to Pac West	710				425.26	9	88,730.20	
Totals		-	136,678.86	51,408.88	1,371.80	189,459.54	-	-

Note: Numbers indicate transfers in and transfers out

CASH TRANSACTIONS

Neighb 0980	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal	
fr Sec Pac 5435	1211	-		16	105,039.06			105,039.06	
	1211	105,039.06			15.83			105,054.89	
to Union Bk	812	105,054.89				17	9,000.00	96,054.89	
to Union Bk	1212	96,054.89				17	6,000.00	90,054.89	
	1212	90,054.89			255.98			90,310.87	
to Union Bk	113	90,310.87				11	36,000.00	54,310.87	
to Union Bk	413	54,310.87				11	44,000.00	10,310.87	
fr Neigh 5080	413	10,310.87		12	233,357.06			243,716.69	
to Seacoast	413	243,716.69			0.46	23	230,357.06	13,360.09	
to Seacoast	413	13,360.09			0.46	23	10,350.76	3,009.79	
	1213	3,009.79			0.80			3,010.59	
	314	3,010.59			1.86			3,012.45	
	614	3,012.45			1.88			3,014.33	
Totals		-	-		338,396.12		335,707.82	-	3,014.33
Neighb 5080	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal	
fr Sec Pac 2652	1211	-		22	251,050.66			251,164.17	
to Union Bk	212	251,164.17				34	20,000.00	231,164.17	
	1212	231,164.17			1,771.32			232,935.49	
		232,935.49						232,935.49	
		232,935.49			421.57			233,357.06	
to Neigh 0980	413	233,357.06				12	233,357.06	0.00	
Totals		-	-		251,050.66		253,357.06	-	0.00
Neighb CDs	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal	
	708	-		30	50,000.00			50,000.00	
		50,000.00			685.79			50,685.79	
	709	50,685.79			723.09	31	51,408.88		
	1210	-			5.39			5.39	
	1211	5.39						5.39	
	614	5.39						5.39	
Totals		-	-		50,000.00		51,408.88	-	5.39
USA Sav / Navy	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal	
	1207	105.00						105.00	
NC	108	105.00	38,676.51		3.84			38,785.35	
NC	208	38,785.35	66,697.28		28.59			105,511.22	
	308	105,511.22			40.22			105,551.44	
	408	105,551.44			38.93			105,590.37	
to USA S35	708	105,590.37				21	30,678.83	74,911.54	
to Union Bk	708	74,911.54			88.46	18	25,000.00	50,000.00	
To Neigh CD	708	50,000.00				30	50,000.00	-	
Totals		105.00	105,373.79	-	200.04		105,678.83	-	0.00
USA S35 / Navy	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal	
fr USA Sav	708	-		21	30,678.83			30,678.83	
	208	30,678.83			57.90			30,736.73	
to Union Bk	109	30,736.73				16	25,000.00	5,736.73	
fr USA Sav	309	5,736.73		15	11.65			5,748.38	
fr USA Sav	309	5,748.38		15	7,457.97			13,206.35	
fr USA Sav	309	13,206.35		14	81.56			13,287.91	
fr USA Sav	309	13,287.91		14	45,412.13			58,700.04	
	309	58,700.04			14.38			58,714.42	
to Pac West CD	409	58,714.42				31	58,500.00	214.42	
	1209	214.42			0.76			215.18	
	1210	215.18			2.20			217.38	
	614	217.38			0.27			217.65	
Totals		-	-		83,642.14		83,500.00	-	217.65

Note: Numbers indicate transfers in and transfers out

CASH TRANSACTIONS

USA CD 6689	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	2007	43,633.84						43,633.84
	808	43,633.84			993.17			44,627.01
	708	44,627.01			253.45			44,880.46
	309	44,880.46			323.18			45,203.64
to USA S35	309	45,203.64			290.05	14 81.56		45,412.13
to USA S35	309	45,412.13				14 45,412.13		-
Totals		43,633.84	-	-	1,859.85	45,493.69	-	-

USA CD 6690	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	1207	7,132.42						7,132.42
	608	7,132.42			196.93			7,329.35
	908	7,329.35			41.30			7,370.65
	1208	7,370.65			53.08			7,423.73
	309	7,423.73			45.89			7,469.62
to USA S35	309	7,469.62				15 11.65		7,457.97
to USA S35	309	7,457.97				15 7,457.97		0.00
		0.00						0.00
Totals		7,132.42	-	-	337.20	7,469.62	-	0.00

Sec Bk 2652	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
								-
Fr PacWest 2458	810		33	250,000.00				250,000.00
	810	250,000.00			406.07			250,406.07
	1210	250,406.07			745.02			251,151.09
to Neigh	1211	251,151.09				22 251,050.66		100.43
to Union bk	1211	100.43				19 100.43		(0.00)
		(0.00)						(0.00)
Totals		-	-	250,000.00	1,151.09	251,151.09	-	-

Sec Bk 5435	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	1207	-						-
	808	-						-
Fr PacWest 2458	810	-	32	120,000.00				120,000.00
	810	120,000.00					27.25	119,972.75
	1210	119,972.75			21.53			119,994.28
to Union bk	911	119,994.28				10 15,000.00		104,994.28
	1211	104,994.28			53.52			105,047.80
to Neigh 0980	1211	105,047.80				16 105,039.06		8.74
to Union bk	112	8.74				19 8.74		0.00
		0.00						0.00
		0.00						0.00
Totals		-	-	120,000.00	75.05	120,047.80	27.25	-

Note: Numbers indicate transfers in and transfers out

CASH TRANSACTIONS

Seacoast 2509	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
	1207	-						-
frf Haskins Tr	1013	-	21	129,144.00				129,144.00
	1213	129,144.00			144.97			129,288.97
	314	129,288.97			182.90			129,471.87
	414	129,471.87			53.22			129,525.09
	614	129,525.09			108.28			129,633.37
Totals		-	-	129,144.00	489.37	-	-	129,633.37
Seacoast 2312	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
		-						-
fr Neigh 0980	413		23	230,357.06	69.75			230,426.81
	513	230,426.81			166.41			230,593.22
	613	230,593.22			161.15			230,754.37
	713	230,754.37			166.64			230,921.01
	813	230,921.01			63.43		30.00	230,954.44
to Haskins Trust	813	230,954.44				20 150,000.00		80,954.44
	913	80,954.44			26.20			80,980.64
	1213	80,980.64			82.11			81,062.75
	314	81,062.75			79.99			81,142.74
	414	81,142.74			26.68			81,169.42
	614	81,169.42			54.28			81,223.70
Totals		-	-	230,357.06	896.64	150,000.00	30.00	81,223.70
Seacoast 9715	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
		-						-
fr Neigh 0980	413		23	10,350.76				10,350.76
	1213	10,350.76						10,350.76
		10,350.76						10,350.76
	614	10,350.76						10,350.76
Totals		-	-	10,350.76	-	-	-	10,350.76
Atty Trust a/c	Date	Beg Bal	Deposit	Trans-In	Interest	Trans-Out	Expense	End Bal
		-						-
to Haskins Trust	813	-	20	150,000.00		21 129,144.00		20,856.00
Legal Expense	1013	20,856.00					20,856.00	-
Totals		-	-	150,000.00	-	129,144.00	20,856.00	-

Note: Numbers indicate transfers in and transfers out

See Auditor's Report

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE FINAL AUDIT REPORT FOR THE MORGAN SQUARE
BUSINESS IMPROVEMENT DISTRICT FOR THE PERIOD OF
JANUARY 1, 2008 THROUGH AND INCLUDING JUNE 30, 2014

WHEREAS, the Morgan Square Property and Business Improvement District (the “District”) was formed on August 3, 2004, pursuant to the California Property and Business Improvement District Law of 1994 (Sts & Hwy Code Section 36600 et seq., “PBID Law”) to provide for the maintenance, operations, and servicing of certain improvements in the District, which generally includes parcels with frontage on National City Boulevard and Roosevelt Avenue between 2nd Street and 12th Street, and on 8th Street between Interstate 5 and D Avenue; and

WHEREAS, on March 8, 2005, the Community Development Commission (“CDC”) and National City Morgan Square, Inc. (“Morgan Square”) entered into an Agreement for the administration and operation of the District pursuant to the Management District Plan and PBID Law; and

WHEREAS, pursuant to the terms of the Agreement, the City transferred approximately \$1,163,000 collected from the levy of assessments in the District to Morgan Square, and in return, Morgan Square was to utilize these funds as set forth in the Agreement for activities and services in the District; and

WHEREAS, the District expired pursuant to its own terms in 2010 in accordance with PBID Law, and no action was taken by any of the Parties to renew the District; and

WHEREAS, on June 25, 2013, the City and the Successor Agency filed suit against Morgan Square for breach of the Agreement and violation of the PBID Law because Morgan Square did not provide certain accounting records and documentation to the City, and upon expiration of the District, had not taking steps to refund the remaining District Funds in Morgan Square's possession to the assessed property owners; and

WHEREAS, the Parties negotiated a Settlement Agreement and Release, which was approved by the City Council on December 15, 2015, and by the Oversight Board of the Successor Agency on April 20, 2016, and subsequently by the California Department of Finance with the following terms:

1. Morgan Square shall prepare and submit a final audit to the City.
2. Morgan Square shall return the funds to the City.
3. The City will refund the funds in accordance with PBID Law.
4. The Successor Agency and the City shall recover \$54,006.92 in attorney's fees, payable from the funds; and

WHEREAS, Morgan Square prepared a Final Audit Report for the period of January 1, 2008 through and including June 30, 2014 that concluded there was \$256,589 in cash and equivalents as of June 30, 2014; and

WHEREAS, a declaration was provided to the City certifying there has been no activity related to expenses paid since the time of the audit statement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the final audit report for the Morgan Square Business Improvement District for the period of January 1, 2008 through and including June 30, 2014.

PASSED and ADOPTED this 16th day of August, 2016.

ATTEST:

Ron Morrison, Mayor

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \$2,860,739.05. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \$2,860,739.05.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: Mark Kato

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 06/29/16 through 07/05/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CSAC Exs Ins Authority	324191	90,561.00	Premium, EIA Admin & Public Entity Fee
Health Net Inc	324226	71,339.53	Health Ins R1192A / July 2016
Kaiser Foundation HP	324235	188,913.62	Insurance Active / July 2016
Paradise Creek Housing	324263	88,507.00	Sewer Demo & Repair Cost Emerg / Eng
Public Emp Ret System	6302016	364,186.90	Service Period 06/07/16 – 06/20/16

FINANCIAL STATEMENT:

APPROVED: Mark Kato

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$2,860,739.05

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratiofy warrants totaling \$2,860,739.05

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #1



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A&B SAW & LAWNMOWER	CARBIDE CHAIN, 25 FT / FIRE	324160	7/5/16	1,074.60
AAIR PURIFICATION SYSTEMS	WIRELESS RECEIVER / PW	324161	7/5/16	837.26
ACE UNIFORMS & ACCESSORIES INC	EXTRICATION COVERALL / FIRE	324162	7/5/16	1,598.44
ACEDO, I	RETIREE HEALTH BENEFITS / JUL 2016	324163	7/5/16	160.00
AFFORDABLE BUTTONS COM	PINBACK BUTTONS / MAYOR'S OFFICE	324164	7/5/16	308.80
AFLAC	AFLAC ACCT BDM36 / JULY 2016	324165	7/5/16	620.62
ALDEMCO	CONSUMABLES- NUTRITION CENTER	324166	7/5/16	1,594.52
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	324167	7/5/16	526.38
AMERICAN SOCIETY OF CIVIL ENGINEERS	AWARD PLAQUES / ENG	324168	7/5/16	300.00
ANDERSON, E	RETIREE HEALTH BENEFITS / JUL 2016	324169	7/5/16	110.00
ANGEL PETALS	FLOWERS/MISS NC PAGEANT 2016	324170	7/5/16	381.43
APWA SAN DIEGO CHAPTER	AWARD PLAQUES / ENG	324171	7/5/16	880.00
BARTEL ASSOCIATES LLC	ACTUARIAL CONSULTING SERVICES / FINANCE	324172	7/5/16	1,150.00
BAUER COMPRESSORS	M7 HUD ASSEMBLY W/O MOUNTING / FIRE	324173	7/5/16	8,327.61
BEARD, P	RETIREE HEALTH BENEFITS / JUL 2016	324174	7/5/16	70.00
BECK, L	RETIREE HEALTH BENEFITS / JUL 2016	324175	7/5/16	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / JUL 2016	324176	7/5/16	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JUL 2016	324177	7/5/16	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS / JUL 2016	324178	7/5/16	145.00
BSN SPORTS	STIGA LEGACY TABLE / CSD	324179	7/5/16	3,628.34
C A P F	FIRE LTD / JULY 2016	324180	7/5/16	780.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / JULY 2016	324181	7/5/16	2,082.50
CAMEON, C	REIMB: ED REIMBURSEMENT / PD	324182	7/5/16	280.00
CARRILLO, R	RETIREE HEALTH BENEFITS / JUL 2016	324183	7/5/16	290.00
CITY OF SAN DIEGO	GPS LOGIC MODEM / FIRE	324184	7/5/16	894.00
COLE, L	RETIREE HEALTH BENEFITS / JUL 2016	324185	7/5/16	165.00
COMMUNITY ROWING OF SD INCORPORATED	FACILITY EQUIPMENT / AQUATIC CENTER	324186	7/5/16	5,000.00
CONDON, D	RETIREE HEALTH BENEFITS / JUL 2016	324187	7/5/16	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JUL 2016	324188	7/5/16	140.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / APRIL 2016	324189	7/5/16	1,808.84
CPCA	MEMBERSHIP DUES / PD	324190	7/5/16	1,764.00
CSAC EXCESS INS AUTHORITY	PREMIUM, EIA ADMIN & PUBLIC ENTITY ADMIN FEE	324191	7/5/16	90,561.00
CSAC EXCESS INS AUTHORITY	PREMIUM, OPTIONAL EXCESS LIABILITY PROGRAM	324192	7/5/16	21,418.00
CSAC EXCESS INS AUTHORITY	PREMIUM, MASTER CRIME PROGRAM	324193	7/5/16	4,971.00
CSAC EXCESS INS AUTHORITY	PREMIUM, CYBER LIABILITY PROGRAM	324194	7/5/16	1,343.00
D MAX ENGINEERING INC	T&A #90101: SENIOR CITIZENS APT BLDG	324195	7/5/16	1,540.00
D MAX ENGINEERING INC	T&A #90113: SUPER STAR CAR WASH	324196	7/5/16	927.20
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JUL 2016	324197	7/5/16	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	324198	7/5/16	170.13
DAY WIRELESS SYSTEMS	RADIO SERVICE AGREEMENT / FIRE	324199	7/5/16	843.75
DELTA DENTAL	DENTAL INS PREMIER / JULY 2016	324200	7/5/16	15,960.66
DELTA DENTAL	COBRA DENTAL INS / MAY 2016	324201	7/5/16	178.98
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JULY 2016	324202	7/5/16	2,810.94
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT RESULTS-MAY 2016	324203	7/5/16	420.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / JUL 2016	324204	7/5/16	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JUL 2016	324205	7/5/16	70.00
DILLARD, S	RETIREE HEALTH BENEFITS / JUL 2016	324206	7/5/16	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / JUL 2016	324207	7/5/16	250.00
EISER III, G	RETIREE HEALTH BENEFITS / JUL 2016	324208	7/5/16	250.00



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	324209	7/5/16	1,948.50
FABINSKI, D	RETIREE HEALTH BENEFITS / JUL 2016	324210	7/5/16	220.00
FEDEX	EXPRESS SHIPMENT/ HR	324211	7/5/16	25.75
FIFIELD, K	RETIREE HEALTH BENEFITS / JUL 2016	324212	7/5/16	540.00
FIRE ETC	PRO WARRINGTON 3003 STATION BOOTS / FIRE	324213	7/5/16	2,338.05
GELSKEY, K	RETIREE HEALTH BENEFITS / JUL 2016	324214	7/5/16	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JUL 2016	324215	7/5/16	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / JUL 2016	324216	7/5/16	480.00
GRAINGER	MOP 65179. SUPPLIES POLICE DEPT	324217	7/5/16	381.72
GROSSMAN PSYCHOLOGICAL	PRE-EMP EVALUATIONS- MAY 2016/ PD	324218	7/5/16	550.00
HAINES & COMPANY INC	LEASE SERVICE FY 2017 / POLICE	324219	7/5/16	894.84
HANSON, E	RETIREE HEALTH BENEFITS / JUL 2016	324220	7/5/16	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / JUL 2016	324221	7/5/16	500.00
HAUG, S	RETIREE HEALTH BENEFITS / JUL 2016	324222	7/5/16	120.00
HEALTH NET	FULL NETWORK 57135A / JULY 2016	324223	7/5/16	5,334.29
HEALTH NET	HEALTH INSURANCE N5992F / JULY 2016	324224	7/5/16	651.54
HEALTH NET	HEALTH INS N5992A / JULY 2016	324225	7/5/16	543.45
HEALTH NET INC	HEALTH INS R1192A / JULY 2016	324226	7/5/16	71,339.53
HERNANDEZ, R	RETIREE HEALTH BENEFITS / JUL 2016	324227	7/5/16	400.00
HODGES, B	RETIREE HEALTH BENEFITS / JUL 2016	324228	7/5/16	200.00
HONDO, E	RETIREE HEALTH BENEFITS / JUL 2016	324229	7/5/16	110.00
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	324230	7/5/16	91.80
IBARRA, J	RETIREE HEALTH BENEFITS / JUL 2016	324231	7/5/16	780.00
INDEPENDENT FORENSIC SERVICES	FORENSIC SVC / CS #16-2668	324232	7/5/16	1,250.00
JAMES, R	RETIREE HEALTH BENEFITS / JUL 2016	324233	7/5/16	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / JUL 2016	324234	7/5/16	50.00
KAISER FOUNDATION HEALTH PLANS	INSURANCE ACTIVE / JULY 2016	324235	7/5/16	188,913.62
KAISER FOUNDATION HEALTH PLANS	RETIREE INS/ JULY 2016	324236	7/5/16	7,572.29
KAISER FOUNDATION HEALTH PLANS	HD H S A INS / JULY 2016	324237	7/5/16	6,879.71
KIMBLE, R	RETIREE HEALTH BENEFITS / JUL 2016	324238	7/5/16	300.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE	324239	7/5/16	1,710.26
KRONOS INC	ANNUAL LICENSING / FY 2017 / POLICE	324240	7/5/16	12,899.24
LANDA, A	RETIREE HEALTH BENEFITS / JUL 2016	324241	7/5/16	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JUL 2016	324242	7/5/16	160.00
LOPEZ, T	TRANSLATION SERVICES / 6/23/2016	324243	7/5/16	210.00
MASON'S SAW	MOP#45729 SUPPLIES	324244	7/5/16	410.54
MATIENZO, M	RETIREE HEALTH BENEFITS / JUL 2016	324245	7/5/16	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / JUL 2016	324246	7/5/16	280.00
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / COMMUNITY SERVICES	324247	7/5/16	23,423.08
MEDINA, R	RETIREE HEALTH BENEFITS / JUL 2016	324248	7/5/16	105.00
MELLADO DESIGNS	T-SHIRTS W/ CITY LOGO / MAYOR'S OFFICE	324249	7/5/16	254.88
MES CALIFORNIA	300434 PULLEY SWIVEL 1.1 INCH / PW	324250	7/5/16	8,903.30
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES	324251	7/5/16	50.45
MICRONICHE INC	CSAC EXPORT	324252	7/5/16	500.00
MINER, D	RETIREE HEALTH BENEFITS / JUL 2016	324253	7/5/16	580.00
MORRISON, R	REIMB: GRAPHIC CERAMIC TILE W/ LOGO	324254	7/5/16	907.84
MUNOZ, L	REIMB: DECORATE STAGE/MISS NC 2016	324255	7/5/16	141.32
MYERS, B	RETIREE HEALTH BENEFITS / JUL 2016	324256	7/5/16	140.00
NACOLE	CONFERENCE	324257	7/5/16	1,100.00



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CITY CHAMBER	MEMBERSHIP BREAKFAST / M RIOS	324258	7/5/16	15.00
NATIONAL EMBLEM INC	STITCHED BORDER / POLICE	324259	7/5/16	1,698.77
NOTEWARE, D	RETIREE HEALTH BENEFITS / JUL 2016	324260	7/5/16	120.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS	324261	7/5/16	366.24
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	324262	7/5/16	102.47
PARADISE CREEK HOUSING PARTNER	SEWER DEMO & REPAIR COST EMERGENCY / ENG	324263	7/5/16	88,507.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JUL 2016	324264	7/5/16	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JUL 2016	324266	7/5/16	140.00
PENSKE FORD	MOP#49078 AUTO SUPPLIES	324267	7/5/16	182.85
PETERS, S	RETIREE HEALTH BENEFITS / JUL 2016	324268	7/5/16	290.00
POST, R	RETIREE HEALTH BENEFITS / JUL 2016	324269	7/5/16	280.00
PRO BUILD	MOP 45707 HAMMER TACKER / FIRE	324270	7/5/16	1,108.14
PROFORCE LAW ENFORCEMENT	MF22115 GLK MAG 40 SW G22/35 / PD	324271	7/5/16	5,072.03
PROGRESSIVE SOLUTIONS INC	LICENSING RENEWAL / MIS	324272	7/5/16	24,304.18
PROJECT PROFESSIONALS CORP	THEATRE DEMOLITION PROJECT	324273	7/5/16	8,126.43
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	324274	7/5/16	205.46
QUESTYS SOLUTIONS	ANNUAL LICENSING RENEWAL / MIS	324275	7/5/16	14,401.80
RAY, S	RETIREE HEALTH BENEFITS / JUL 2016	324276	7/5/16	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / JULY 2016	324277	7/5/16	2,806.23
ROARK, L	RETIREE HEALTH BENEFITS / JUL 2016	324278	7/5/16	135.00
ROE, V	RETIREE HEALTH BENEFITS / JUL 2016	324279	7/5/16	120.00
RUIZ, J	RETIREE HEALTH BENEFITS / JUL 2016	324280	7/5/16	310.00
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/MAY 2016	324281	7/5/16	22.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC - NUTRITION CENTER	324282	7/5/16	2,578.45
SDG&E	GAS & ELECTRIC UTILITIES	324283	7/5/16	24,407.77
SERVATIUS, J	RETIREE HEALTH BENEFITS / JUL 2016	324284	7/5/16	340.00
SHORT, C	RETIREE HEALTH BENEFITS / JUL 2016	324285	7/5/16	300.00
SILVERADO AVIONICS	KENWOOD VHR / FIRE	324286	7/5/16	3,892.23
SMITH, J	RETIREE HEALTH BENEFITS / JUL 2016	324287	7/5/16	320.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / HR	324288	7/5/16	849.10
STINNETT, R	REIMB: SUPP/ST BALDRICK'S SHAVE-A-THON/PD	324289	7/5/16	84.14
STRASEN, W	RETIREE HEALTH BENEFITS / JUL 2016	324290	7/5/16	135.00
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	324291	7/5/16	5,205.86
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JUL 2016	324292	7/5/16	9,620.96
THOMSON REUTERS WEST	LEGAL PUBLICATIONS - UPDATED CA CODES	324293	7/5/16	284.49
TIPTON, B	RETIREE HEALTH BENEFITS / JUL 2016	324294	7/5/16	250.00
TOPECO PRODUCTS	MOP#63849 SUPPLIES	324295	7/5/16	52.34
U S BANK	CREDIT CARD EXPENSES / PD	324296	7/5/16	2,023.25
U S HEALTHWORKS	PRE-EMP PHYSICAL	324297	7/5/16	395.00
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	324298	7/5/16	696.15
VERRY, L	RETIREE HEALTH BENEFITS / JUL 2016	324299	7/5/16	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / JUL 2016	324300	7/5/16	480.00
WHITE, J	RETIREE HEALTH BENEFITS / JUL 2016	324301	7/5/16	230.00
WILLY'S ELECTRONIC SUPPLY	MOP#45763 SUPPLIES	324302	7/5/16	131.97
WOOD, P	REIMB: FIELD PERMIT / ENG	324303	7/5/16	150.00
ZENGOTA, V	RETIREE HEALTH BENEFITS / JUL 2016	324304	7/5/16	300.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	324305	7/5/16	106.62
SWEETWATER AUTHORITY	WATER UTILITIES / S A	324306	7/5/16	54.64



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Total	725,229.57
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 06/07/16 - 06/20/16	6302016	6/30/16	364,186.90
SECTION 8 HAPS	Start Date	End Date		
	6/29/2016	7/5/2016		799,458.82
PAYROLL				
Pay period	Start Date	End Date	Check Date	
14	6/21/2016	7/4/2016	7/13/2016	971,863.76
GRAND TOTAL				<u>\$2,860,739.05</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \$232,627.99. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \$232,627.99.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/06/16 through 07/12/16.

There are no payments above \$50,000.00

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$232,627.99

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$232,627.99

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #2



WARRANT REGISTER #2

7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADAMS, D	REIMB: ACADEMY INSTRUCTOR / PD	324307	7/12/16	102.10
CAMACHO, J	REIMB: CANINE HANDLER / PD	324308	7/12/16	120.16
CITY ATTORNEYS ASSOCIATION	ANNUAL MEMBERSHIP	324309	7/12/16	1,050.00
DOUGHERTY, J	REIMB: ROT/CPT - PD	324310	7/12/16	101.00
DURAN, D	REIMB: DUI / PD	324311	7/12/16	82.32
ETZLER, J	REIMB: 24-HR PERISHABLE SKILLS / PD	324312	7/12/16	102.92
FEDEX	SHIPMENT / ENG	324313	7/12/16	35.50
HERNANDEZ, A	REIMB: COPS WEST / PD	324314	7/12/16	127.17
KAISER FOUNDATION HEALTH PLANS	RETIREE'S INSURANCE / JUL 2016	324315	7/12/16	20,771.11
LASER SAVER INC	MOP 45725 TONER CARTRIDGE / MIS	324316	7/12/16	386.74
LOZANO, M	REIMB: SFST & ARIDE / PD	324317	7/12/16	230.97
MEJIA, A	REIMB: BASIC DISPATCHER / PD	324318	7/12/16	300.00
MENDOZA III, S	ED REIMBURSEMENT	324319	7/12/16	225.00
MES CALIFORNIA	CUSTOM WHITE'S BOOTS	324320	7/12/16	5,555.69
PECK, B	REIMB: NARCOTICS INVESTIGATIONS/PD	324321	7/12/16	80.80
PHILLIPS, W	REIMB: INVESTIGATION INTERVIEW/PD	324322	7/12/16	105.00
PRO BUILD	MOP 45707 MISC SUPPLIES / HOUSING	324323	7/12/16	102.97
RAMIREZ, O	REIMB: SUPERVISORY COURSE / PD	324324	7/12/16	704.16
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPT / PD	324325	7/12/16	46.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPT / PD	324326	7/12/16	23.00
SANDAG	MEMBER AGENCY & CRIMINAL ASSESSMENT	324327	7/12/16	12,755.00
SHANAHAN, M	REIMB: DRUG EVALUATION / PD	324328	7/12/16	120.96
STANICH, C	REIMB: 24-HR PERISHABLE SKILLS/ PD	324329	7/12/16	102.92
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / FINANCE	324330	7/12/16	1,846.83
STEVENS, C	REIMB: ADV TRAFFIC COLLISION / PD	324331	7/12/16	252.32
STINNETT, R	REIMB: INVESTIGATION INTERVIEW/PD	324332	7/12/16	105.00
SULLIVAN, C	REIMB: MEDIA RELATIONS / PD	324333	7/12/16	56.82
THOMSON REUTERS BARCLAYS	ANNUAL RENEWAL OF BARCLAYS	324334	7/12/16	170.00
VILLARIASA, S	REIMB: SERGEANTS SUPERVISORY/PD	324335	7/12/16	580.38
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES / MIS	324336	7/12/16	1,347.57
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	324337	7/12/16	3,482.50
LIEU, C	MILEAGE REIMBURSEMENT / LIBRARY TRAINING	324338	7/12/16	44.70
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	324339	7/12/16	4,304.40
STAPLES BUSINESS ADVANTAGE	MOP #45704 - SUPPLIES / LIBRARY	324340	7/12/16	176.63
KEYSER MARSTON ASSOCIATES INC	SUMMARY REPORT - PALM PLAZA	324341	7/12/16	1,040.00
4 IMPRINT INC	DELUXE EVENT TENT-FULL COLOR / PD	324342	7/12/16	1,347.84
ACADEMI TRAINING CENTER LLC	INDOOR RANGE RENTAL / PD	324343	7/12/16	400.00
ACE UNIFORMS & ACCESSORIES INC	SEWINGS ON PATCHES / POLICE	324344	7/12/16	752.02
ADAMSON POLICE PRODUCTS	EQUIPMENT FOR POLICE DEPARTMENT	324345	7/12/16	14,300.82
AIRGAS WEST	MOP#45714 SUPPLIES / PW	324346	7/12/16	101.48
ALDEMCO	CONSUMABLES- NUTRITION CENTER	324347	7/12/16	427.16
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	324348	7/12/16	135.00
AT&T	PHONE SERVICES / 5/21/16 - 6/21/16	324349	7/12/16	1,377.26
BOCKS AWARDS INC	PURPLE HEART - MEDAL OF COURAGE - PD	324350	7/12/16	465.70
BOOT WORLD	MOP#64096 SAFETY APPAREL	324351	7/12/16	250.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC / PW	324352	7/12/16	186.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / MAY 2016	324353	7/12/16	1,243.31
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY AND RISK SERVICES / MAY 2016	324354	7/12/16	5,940.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF SUPPLIES	324355	7/12/16	3,137.83



WARRANT REGISTER #2
7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COX COMMUNICATIONS	INTERNET SERVICE / JUNE 2016	324356	7/12/16	519.56
CXTEC	CISCO CATALYST 3650 48 PORT / MIS	324357	7/12/16	17,797.70
DANIELS TIRE SERVICE	MERCHANDISE - TIRES	324358	7/12/16	1,454.55
EBSCO SUBSCRIPTION	LEARNING EXPRESS SUBSCRIPTION RENEWAL/LIB	324359	7/12/16	7,900.00
ENPING INVESTMENTS LLC	REFUND / PLAN CHECK AND TDIF FEES	324360	7/12/16	30,409.59
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS / PW	324361	7/12/16	145.79
FAT PIPE NETWORKS	2U REPLACEMENT BOX / MIS	324362	7/12/16	4,110.00
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES / PW	324363	7/12/16	853.66
GALLS INC	FA240 ORG CAT TOURNIQUET / PD	324364	7/12/16	480.67
GRAINGER	MOP#65179 SUPPLIES / PW	324365	7/12/16	270.36
GTC SYSTEMS INC	NETWORK ENGINEERING SERVICES / MAY 2016	324366	7/12/16	2,437.50
HONEYWELL INTERNATIONAL INC	FUSES / PW	324367	7/12/16	432.66
INNOVATIVE CONSTRUCTION	DIVISION STREET PROJECT	324368	7/12/16	661.50
KIMLEY HORN AND ASSOC INC	EL TOYON LAS PALMAS BIKE PROJECT	324369	7/12/16	19,978.60
LEFORTS SMALL ENGINE REPAIR	FRONT HANDLE / PW	324370	7/12/16	87.21
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	324371	7/12/16	842.19
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / APRIL 2016 / CSD	324372	7/12/16	3,275.58
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 SUPPLIES / PW	324373	7/12/16	86.26
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM / PW	324374	7/12/16	175.00
NALPAK GROUP	LM REV LEATHERMAN REV KIT / PD	324375	7/12/16	499.49
NATIONAL EMBLEM INC	CORPORAL CHEVRON WITH STAR / PD	324376	7/12/16	690.09
OFFICE SOLUTIONS BUSINESS	RAVINO BIG & TALL SERIES CHAIR / PW	324377	7/12/16	667.08
ORKIN	CITY WIDE PEST MAINTENANCE	324378	7/12/16	416.50
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	324379	7/12/16	830.96
PENSKE FORD	R&M CITY VEHICLES	324380	7/12/16	593.62
PEREZ, C	REGISTRATION / INTERMEDIATE BUDGET / FIN	324381	7/12/16	269.00
PERRY FORD	MOP#45703 AUTO EQUIPMENT	324382	7/12/16	33.24
POWERSTRIDE BATTERY CO INC	SALES TAX PENDING / PW	324383	7/12/16	3.35
PRO BUILD	MOP#45707 SUPPLIES	324384	7/12/16	392.70
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY	324385	7/12/16	427.99
S & J BUILDERS & RESTORATION	CITY WIDE GENERAL BUILDING & REPAIRS	324386	7/12/16	1,743.67
SAN DIEGO HYDRAULICS	DRIVE MOTOR / PW	324387	7/12/16	1,633.70
SAN DIEGO POLICE EQUIPMENT	FED-LE12700-C 12 GA 00 BUCK, 9-PLT / PD	324388	7/12/16	302.81
SDG&E	GAS & ELECTRIC UTILITIES	324389	7/12/16	356.02
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / PLANNING	324390	7/12/16	175.80
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	324391	7/12/16	311.04
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	324392	7/12/16	11,471.52
SYMBOLARTS, LLC	XPS3287 NATIONAL CITY PD BADGE	324393	7/12/16	490.00
THE LIGHTHOUSE INC	FRONT GRILLE SIREN / PW	324394	7/12/16	2,332.24
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES / MAY 2016	324395	7/12/16	600.00
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS	324396	7/12/16	391.67
VERIZON WIRELESS	CELLULAR SERVICE / 5/24/16 - 6/23/16	324397	7/12/16	368.24
Z A P MANUFACTURING INC	STREET SIGNS / PW	324398	7/12/16	1,336.46
CHRISTENSEN & SPATH LLP	LEGAL / WESTSIDE TOD / S A	324399	7/12/16	2,360.00
KANE BALLMER & BERKMAN	LEGAL / CENTRO PURCHASE / S A	324400	7/12/16	292.25
OPPER & VARCO LLP	LEGAL / ED VILLAGE/GENERAL / S A	324401	7/12/16	227.50
THE LAW OFFICES OF EDWARD Z KOTKIN	LEGAL / OVERSIGHT BOARD / S A	324402	7/12/16	207.98



WARRANT REGISTER #2
7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JUNE 2016	401679	7/11/16	24,581.63

GRAND TOTAL

\$ 232,627.99

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \$3,498,058.40. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \$3,498,058.40.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/13/16 through 07/19/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	324418	180,948.06	Plaza Blvd. and 14h Project
Govconnection Inc	324427	55,801.30	Win7 Intel C Multi Drive / MIS
Harris & Associates	324428	92,666.00	Group 2 Sewer Project
Innovative Construction	324430	60,694.50	Plaza Blvd & 14 th St. Project
Kimley Horn and Assoc Inc	324432	98,673.47	Wayfinding Task Project
Project Professionals Corp	324450	79,262.87	Plaza Blvd. Widening Project
Spacesaver Intermountain	324465	378,686.78	Police Dept. Project
STC Traffic Inc	324470	172,247.38	Kimball Park Project
West Tech Contracting Inc	324476	318,793.87	Paradise Creek Restoration Project
Western Rim Constructors	324477	462,163.08	El Toyon & Kimball Park Project
Public Emp Ret System	7142016	399,184.87	Service Period 06/21/16 – 07/04/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$3,498,058.40

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$3,498,058.40

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #3



WARRANT REGISTER #3
7/19/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
D.E. WILLIAMS SHIELDS	HELMET SHIELDS / FIRE	324403	7/14/16	976.50
EPIC LAND SOLUTIONS INC	APPRAISAL - 1231 MCKINLEY AVE / HOUSING	324404	7/19/16	5,500.00
A REASON TO SURVIVE	BIKE RACK PROJECT	324405	7/19/16	13,015.25
ADAMOS, M	REIMB: PUBLIC SAFETY DISPATCHERS/PD	324406	7/19/16	332.22
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM/JUL 2016	324407	7/19/16	805.50
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	324408	7/19/16	472.95
ATKINS NORTH AMERICA INC	TAX ROLL SERVICE PROJECT	324409	7/19/16	7,528.50
BOOT WORLD	MOP 64096 SAFETY BOOTS / NSD	324410	7/19/16	250.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES / PW	324411	7/19/16	329.43
CIRCULATE SAN DIEGO	ACTIVE TRANSP. PLANNING PROJECT	324412	7/19/16	225.00
CITY CLERKS ASSOCIATION OF CA	2016 MEMBERSHIP / CITY CLERK	324413	7/19/16	170.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF POOL CHEMICAL SUPPLIES	324414	7/19/16	923.23
COUNTY OF SAN DIEGO	RECORDING BLDG RECORDS	324415	7/19/16	14.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324416	7/19/16	17,148.47
DATA TICKET INC	DATA TICKET APPEALS	324417	7/19/16	2,710.75
DICK MILLER INC	PLAZA BLVD. AND 14TH PROJECT	324418	7/19/16	180,948.06
DOOLEY ENTERPRISES	180GR FULL METAL JACKET AMMO / PD	324419	7/19/16	3,852.26
DOUGLAS BODENSTAB	REFUND T&A #90071. DUP. FAMILY RESIDENCE	324420	7/19/16	11,000.00
E2 MANAGE TECH INC	2020 HOOVER ST PROJECT	324421	7/19/16	330.00
ECMS	REPAIR FIREFIGHTER CLOTHING	324422	7/19/16	470.34
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE AND MAINTENANCE	324423	7/19/16	14,516.51
FEDEX	EXPRESS SHIPMENT/ HOUSING	324424	7/19/16	49.45
FIFIELD, K	REIMB: HEALTH INSURANCE	324425	7/19/16	410.14
GEOSYNTEC CONSULTANTS INC	PARADISE CREEK EMERG. PROJECT	324426	7/19/16	22,324.41
GOVCONNECTION INC	WIN7 INTEL C MULTI DRIVE / MIS	324427	7/19/16	55,801.30
HARRIS & ASSOCIATES	GROUP 2 SEWER PROJECT	324428	7/19/16	92,666.00
INDEPENDENT FORENSIC SERVICES	SERVICE FEES CS #16-2668	324429	7/19/16	1,250.00
INNOVATIVE CONSTRUCTION	PLAZA BLVD. & 14TH ST. PROJECT	324430	7/19/16	60,694.50
JOHNSON, S	REIMB: SUPPLIES FOR TINY TOTS PROGRAM	324431	7/19/16	134.42
KIMLEY HORN AND ASSOC INC	WAYFINDING TASK PROJECT	324432	7/19/16	98,673.47
KONICA MINOLTA	COPIER EQUIPMENT LEASE	324433	7/19/16	6,804.13
KREPPS, B	ED REIMBURSEMENT	324434	7/19/16	630.00
KTU&A	DOWNTOWN SPECIFIC PLAN PROJECT	324435	7/19/16	13,226.25
LASER SAVER INC	MOP 45725 INK CARTRIDGE / S8	324436	7/19/16	298.39
LIEBERT CASSIDY WHITMORE	MEMBERSHIP: EMP RELATIONS CONSORTIUM / HR	324437	7/19/16	405.00
LOPEZ, Y	TRANSLATION/INTERPRETATION SVCS	324438	7/19/16	490.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324439	7/19/16	3,679.18
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324440	7/19/16	2,371.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324441	7/19/16	562.30
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324442	7/19/16	499.66
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM	324443	7/19/16	210.99
MICHAEL BAKER INTERNATIONAL	STORM DRAIN REPAIRS PROJECT	324444	7/19/16	17,876.00
MOTOROLA SOLUTIONS INC	APX6000 700/800 MODEL 2.5 PORTABLE / PD	324445	7/19/16	19,962.81
MSA SAN DIEGO	PW ROADWAY RECONSTRUCTION TRAINING	324446	7/19/16	440.00
NATIONAL CITY ROTARY CLUB	QUARTERLY DUES - M RODRIGUEZ	324447	7/19/16	90.00
NATIONAL CITY TROPHY	MOP 66556 RECOGNITION PLAQUES	324448	7/19/16	370.60
NGUOI VIET TODAY NEWS	NOTICE OF ELECTION - VIETNAMESE	324449	7/19/16	30.00
PROJECT PROFESSIONALS CORP	PLAZA BLVD. WIDENING PROJECT	324450	7/19/16	79,262.87
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAU	324451	7/19/16	52.16



WARRANT REGISTER #3

7/19/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
QUALA TEL ENTERPRISES	HEADSET REPAIR / FIRE	324452	7/19/16	117.60
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	324453	7/19/16	7,905.00
SAM ASH MUSIC CORP	SAMSON AURO D208 8" MONITOR / HOUSING	324454	7/19/16	499.99
SAN DIEGO REGIONAL	EMPLOYEE RELATIONS CONSORTIUM / HR	324455	7/19/16	2,572.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	324456	7/19/16	1,705.80
SASI	FLEXIBLE SPENDING JUL/AUG/SEPT 2016	324457	7/19/16	45.00
SCS ENGINEERS/FIELD SVCS	PD GROUNDWATER WELL DEST. PROJECT	324458	7/19/16	397.60
SHAPE UP STUDIO	FITNESS CLASSES	324459	7/19/16	400.00
SHERWIN WILLIAMS	MOP 77816 MISC SUPPLIES / NSD	324460	7/19/16	3.94
SHINN, D	REIMB: SUPPLIES FOR TINY TOTS PROGRAM	324461	7/19/16	52.06
SMART & FINAL	MOP 45756 MISC SUPPLIES / FIRE	324462	7/19/16	393.37
SMART SOURCE OF CALIFORNIA LLC	NO PARKING TOW AWAY SIGNS/PW	324463	7/19/16	2,622.98
SCST INC	EL TOYON & KIMBALL PARK PROJECT	324464	7/19/16	14,317.00
SPACESAVER INTERMOUNTAIN	POLICE DEPT. PROJECT	324465	7/19/16	378,686.78
SPIERING, R	ED REIMBURSEMENT	324466	7/19/16	150.00
STACEY POWERS	CHAIR YOGA CLASS	324467	7/19/16	100.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	324468	7/19/16	373.97
STC TRAFFIC INC	KIMBALL PARK PROJECT	324470	7/19/16	172,247.38
THE CENTRE FOR ORGANIZATION	TUITION: PUBLIC MGMNT ACADEMY/REEDER	324471	7/19/16	4,498.00
U S BANK	CREDIT CARD EXPENSE / FIRE	324472	7/19/16	650.72
U S HEALTHWORKS	VACCINE HEP B / HR	324473	7/19/16	94.00
VISION SERVICE PLAN	VISION SVC PLAN (CA) JULY 2016	324474	7/19/16	479.40
VISTA PAINT	MOP 68834 PAINT / NSD	324475	7/19/16	1,176.78
WEST TECH CONTRACTING INC	PARADISE CREEK RESTORATION PROJECT	324476	7/19/16	318,793.87
WESTERN RIM CONSTRUCTORS INC	EL TOYON & KIMBALL PARK PROJECT	324477	7/19/16	462,163.08
A/P Total				2,111,230.82
WIRED PAYMENTS				
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE JULY 2016	165432	7/15/16	407.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 06/21/16 - 07/04/16	7142016	7/14/16	399,184.87
SECTION 8 HAPS				
		Start Date	End Date	
		6/29/2016	7/5/2016	7,115.00
PAYROLL				
Pay period	Start Date	End Date	Check Date	
15	7/5/2016	7/18/2016	7/27/2016	980,120.71
GRAND TOTAL				\$3,498,058.40

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP)

PREPARED BY: Martin Reeder, AICP 

PHONE: 336-4313

DEPARTMENT: Planning 

APPROVED BY: _____

EXPLANATION:

Gama Produce applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Proposed alcohol sales hours would be the same. A Type 20 (Off-Sale Beer and Wine) license is currently being processed with the California Department of Alcoholic Beverage Control (ABC).

The Planning Commission voted to deny the Conditional Use Permit based on overconcentration of existing alcohol licenses and the high area crime rate. City Council considered a Notice of Decision for this item on June 7, 2016, at which time the item was set for public hearing.

The attached background staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission denied the Conditional Use Permit.

Ayes: Baca, Garcia, Sendt

Noes: DeLaPaz, Flores

Abstain: Bush, Yamane

ATTACHMENTS:

- | | |
|--------------------------------------|---|
| 1. Overhead | 5. Site Photos |
| 2. Background Report | 6. Public Hearing Notice |
| 3. Recommended Findings & Conditions | 7. Planning Commission Staff Report |
| 4. Reduced Plans | 8. Planning Commission Resolution No. 2016-11 |

2015-28 CUP – Gama Produce (beer and wine) – Overhead



BACKGROUND REPORT

Overview

Gama Produce has applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. A Type 20 (Off-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The project location is Gama Produce, a neighborhood market at the northeast corner of East 4th Street and Palm Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 2,800 square feet in size and has a 13-space parking lot. The property is located south and west of the California Army National Guard Armory. Gama Produce has been in business at this location since 2000.

Proposed Use

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Analysis

Section 18.30.050 of the National City Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUP's include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications, as was done in this case. 356 people were notified by mail of this public hearing.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, January 4, 2016 at 5:00 p.m. at the National City Chamber of Commerce. The applicant has stated that four people were in attendance. A copy of the advertisement, sign-in sheet, and minutes are attached.

Distance Requirements – Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. The nearest school is El Toyon Elementary School, which is located over 800 feet away and is east of Interstate 805.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a Conditional Use Permit, and the proposed alcohol sales meet the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing market, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of other products, no measurable increase in traffic is expected. Access to and from the site is provided by Palm Avenue and East 4th Street, both collector streets. Palm Avenue north of 4th currently operates at a Level of Service (LOS) of F, while the street south of 4th has a LOS of E. East 4th Street in this location is operating at a LOS of D. Both streets are operating at or above capacity, hence the poor levels of service. However, the sale of alcohol is not expected to result in an increase in Average Daily Trips (ADT) such that the LOS would be affected, particularly as the area devoted to alcohol sales is minimal.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use would be accessory to the existing market use, which is located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone.

In this case the alcohol sales will contribute to the viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.

There are also three findings for denial based on the high crime designation and amount of existing off-sale outlets, as discussed in the "Alcohol Sales Concentration/Location" section below.

Department and Agency Comments

Alcohol Sales Concentration/Location – Per ABC, there are currently four off-sale permits issued in the subject census tract (220). These permits are:

Name	Address	License Type*	CUP
Kings Liquor	1626 East 8 th Street	21	-
7-Eleven	1601 East 18 th Street	20	-
Carnival Supermarket	1750 East 8 th Street	21	-
National City Shell	1601 East 8 th Street	20	Y

* Type 20 – Off-Sale Beer and Wine
Type 21 - Off-Sale General

Of the four licenses, three are markets/liquor stores and one a gas station. The subject use is consistent with other off-sale businesses, all of which are consistent with the Mixed-Use zones.

Census tract 220 includes the area of between Palm Avenue and Interstate 805, and between Division Street and East 18th Street. The attached census tract map shows the location of the subject tract. ABC recommends a total of two off-sale alcohol permits be issued in this census tract, where four exist.

Police Department

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 21) had a current (January to August 2015) crime rate of 413.8%, above the 120% considered to be a high crime area. Crimes are categorized as either Part I or Part II crimes. Part I crimes are serious crimes such as homicide, robbery, assault, burglary, vehicle theft, etc. Part II crimes are less serious in nature and less commonly reported. Part II crimes include simple assault, embezzlement, narcotics, and weapons charges (among others). There is generally no specific crime reporting for alcohol-related occurrences. Alcohol is typically just referenced as a contributing factor to a particular crime (robbery, assault, etc.).

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, Gama Produce received 15 points, which would indicate a medium risk. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS encouraged that staff and management attend Responsible Beverage Sales and Service training. The training is included as a Condition of Approval.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-sale alcohol sales per Council policy 707 (container size, no single sales, signage, RBSS training, etc.).

Planning Commission Action

Planning Commission conducted a public hearing on February 8, 2016, which resulted in a tie vote (no action considered taken). A new hearing was held on May 2, 2016. Seven speakers spoke in support of the proposal and seven against. Concerns were raised regarding crime rates and oversaturation of alcohol licenses. Commissioners shared the same concerns and asked additional questions regarding other businesses, training, and display area. The Commission voted to deny the Conditional Use Permit based on overconcentration of existing alcohol licenses and the high area crime rate.

Summary

The proposed use is consistent with the General Plan, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone. The proposed use would be accessory to the existing market use in an existing commercial area, which is not expected to increase the demand for parking or other services on the property. Gama Produce has been in business at this location since 2000. Furthermore, the addition of alcohol sales is not expected to have any significant effects on the area. Although the census tract in which the market is located is over-concentrated with regard to off-sale alcohol licenses, the subject location is a produce market where alcohol will be small portion of overall sales.

The options available to the City Council are to approve or deny the item, or to continue the item in order to request additional information. In the case of approval or denial, staff will return with a resolution at a subsequent date.



RECOMMENDED FINDINGS FOR APPROVAL

2015-28 CUP, 1605 East 4th Street

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the proposed use would be accessory to an existing market use in an existing commercial area, and because the sale of beer is not expected to appreciably increase traffic on East 4th Street or Palm Avenue based on the current capacity and traffic numbers.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use would be accessory to an existing market use in an existing commercial area, which is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be compatible with other businesses in the same census tract; and because the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; There is no calculable increase in traffic and no

other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2015-28 CUP, 1605 East 4th Street

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – four off-sale outlets are permitted where two are recommended by the California Department of Alcoholic Beverage Control. – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because four other off-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2015-28 CUP, 1605 East 4th Street

General

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing market located at 1605 East 4th Street. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of alcoholic beverages shall be limited to the hours of 7:30 a.m. to 8:00 p.m. Monday to Friday and 7:30 a.m. to 7:00 p.m. on weekends.
7. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

9. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
15. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
17. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

18. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

Police

19. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

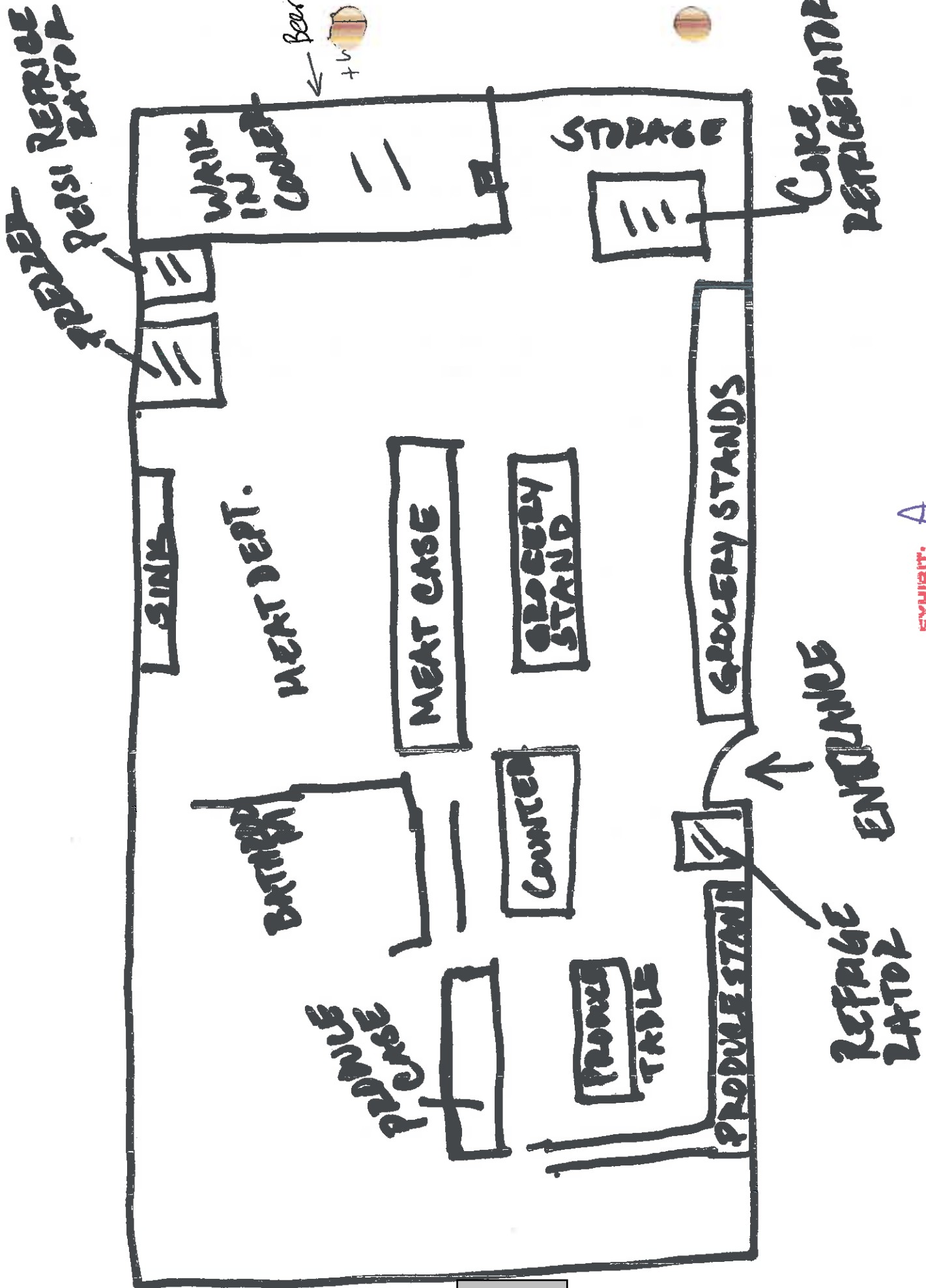


EXHIBIT: A
CASE FILE NO.: 2015-28 CUP
DATE: 11/18/2015

2015-28 CUP – Gama Produce (beer and wine) – Site Photos



Interior of market from entrance



Cooler where alcohol will be displayed



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950

619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

**CORRECTED
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of **6:00 p.m.**, **Tuesday, August 16, 2016**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider a:

**CONDITIONAL USE PERMIT FOR BEER AND WINE SALES
AT GAMA PRODUCE LOCATED AT 1605 EAST 4TH STREET**

The Public Hearing is being rescheduled and renoticed due to an error in a previous Public Hearing Notice.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a Public Hearing at their meeting of May 2, 2016 and voted to recommend denial of the Conditional Use Permit by a vote of 3 to 2 with 2 members absent.

August 3, 2016

A handwritten signature in black ink, appearing to read "Michael R. Dalla", is written over a horizontal line.

Michael R. Dalla, CMC
City Clerk



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: CONDITIONAL USE PERMIT FOR BEER AND WINE
SALES AT GAMA PRODUCE LOCATED AT 1605
EAST 4TH STREET.

Case File No.: 2015-28 CUP

Property Location: Northeast corner of Palm Avenue and East 4th Street

Assessor's Parcel No.: 554-050-19

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Susana Maza

Property owner: Stephen Reynolds

Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent land use/zoning:

North: California Army National Guard Armory / I (Institutional)

East: California Army National Guard Armory / I (Institutional)

South: Residential & Commercial use across East 4th Street /
MXC-1

West: Vacant commercial building / MXC-1

Environmental review: Not a project per CEQA

Staff Recommendation: Approve based on attached findings and subject to
attached Conditions of Approval

BACKGROUND

Gama Produce has applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. A Type 20 (Off-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Previous Action

This item was on the Planning Commission agenda of February 8, 2016. At that time a motion to approve the CUP ended in a three to three tie vote (one member was absent). In the case of a tie vote and in absence of a specific rule, no action is considered taken. In a quasi-judicial hearing and in the interest of due process, the applicant is entitled to a decision – a finding of approval or denial of the CUP. Therefore, the item has been re-noticed in order for the Planning Commission to hear the item anew. It is important to note that this is not a continued public hearing, but rather a completely new hearing.

At the previous hearing, two community members spoke in opposition of the application citing existing outlets and high crime in the area. In March, a petition against the project was submitted to staff. The petition has 130 signatures and is attached for your review.

Site Characteristics

The project location is Gama Produce, a neighborhood market at the northeast corner of East 4th Street and Palm Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 2,800 square feet in size and has a 13-space parking lot. The property is located south and west of the California Army National Guard Armory. Gama Produce has been in business at this location since 2000.

Proposed Use

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Analysis

Section 18.30.050 of the National City Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUP's include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications, as was done in this case. 356 people were notified by mail of this public hearing.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, January 4, 2016 at 5:00 p.m. at the National City Chamber of Commerce. The applicant has stated that four people were in attendance. A copy of the advertisement, sign-in sheet, and minutes are attached.

Distance Requirements – Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. The nearest school is El Toyon Elementary School, which is located over 800 feet away and is east of Interstate 805.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a Conditional Use Permit, and the proposed alcohol sales meet the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing market, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of other products, no measurable increase in traffic is expected. Access to and from the site is provided by Palm Avenue and East 4th Street, both collector streets. Palm Avenue north of 4th currently operates at a Level of Service (LOS) of F, while the street south of 4th has a

LOS of E. East 4th Street in this location is operating at a LOS of D. Both streets are operating at or above capacity, hence the poor levels of service. However, the sale of alcohol is not expected to result in an increase in Average Daily Trips (ADT) such that the LOS would be affected, particularly as the area devoted to alcohol sales is minimal.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use would be accessory to the existing market use, which is located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone.

In this case the alcohol sales will contribute to the viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.

There are also three findings for denial based on the high crime designation and amount of existing off-sale outlets, as discussed in the "Alcohol Sales Concentration/Location" section below.

Department and Agency Comments

Alcohol Sales Concentration/Location – Per ABC, there are currently four off-sale permits issued in the subject census tract (220). These permits are:

Name	Address	License Type*	CUP
Kings Liquor	1626 East 8 th Street	21	-
7-Eleven	1601 East 18 th Street	20	-
Carnival Supermarket	1750 East 8 th Street	21	-
National City Shell	1601 East 8 th Street	20	Y

* Type 20 – Off-Sale Beer and Wine

Type 21 - Off-Sale General

Of the four licenses, three are markets/liquor stores and one a gas station. The subject use is consistent with other off-sale businesses, all of which are consistent with the Mixed-Use zones.

Census tract 220 includes the area of between Palm Avenue and Interstate 805, and between Division Street and East 18th Street. The attached census tract map shows the location of the subject tract. ABC recommends a total of two off-sale alcohol permits be issued in this census tract, where four exist.

Police Department

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 21) had a current (January to August 2015) crime rate of 413.8%, above the 120% considered to be a high crime area. Crimes are categorized as either Part I or Part II crimes. Part I crimes are serious crimes such as homicide, robbery, assault, burglary, vehicle theft, etc. Part II crimes are less serious in nature and less commonly reported. Part II crimes include simple assault, embezzlement, narcotics, and weapons charges (among others). There is generally no specific crime reporting for alcohol-related occurrences. Alcohol is typically just referenced as a contributing factor to a particular crime (robbery, assault, etc.).

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, Gama Produce received 15 points, which would indicate a medium risk. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS encouraged that staff and management attend Responsible Beverage Sales and Service training. The training is included as a Condition of Approval.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-sale alcohol sales per Council policy 707 (container size, no single sales, signage, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone. The proposed use would be accessory to the existing market use in an existing commercial area, which is not expected to increase the demand for parking or other services on the property. Gama Produce has been in business at this location since 2000. Furthermore, the addition of alcohol sales is not expected to have any significant effects on the area. Although the census tract in which the market is located is over-concentrated with regard to off-sale alcohol licenses, the subject location is a produce market where alcohol will be small portion of overall sales.

OPTIONS

1. Approve 2015-28 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-28 CUP based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Site photos
5. Applicant's Plans (Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015)
6. Community meeting advertisement, sign-in sheet, and minutes
7. Police Department and Institute for Public Strategies comments
8. Census Tract Map and Police Beat Map
9. Public Hearing Notice (Sent to 258 property owners and occupants)
10. Public correspondence



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director

RECOMMENDED CONDITIONS OF APPROVAL

2015-28 CUP, 1605 East 4th Street

General

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing market located at 1605 East 4th Street. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
7. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
8. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

9. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
10. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
11. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
12. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
13. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
14. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
15. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
16. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

Police

17. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.



GAMA PRODUCE

619-477-2374

Dear community member,

Gama Produce has recently applied for a beer and wine sales license in National City. It's my hope to serve the community even more as the best priced, fresh produce and every day item store in National City with this addition. The community is very important to me and I want to hear what you have to say as well as answer questions or concerns. To do this, we will hold a community meeting to discuss our C.U.P. License to sell beer and wine in the store.

The community meeting will take place at:

901 National City Blvd.,

National City, CA 92950

On

Jan 4th, 2016 from 5:00pm to 8:00pm PST.

I will personally be on hand to address any issues or concerns as well as answer any questions regarding the additional license to sell beer and wine at the store. We hope you can attend and meet with us. If you have any questions or issues please visit our website at www.GamaProduce.vpweb.com or contact Susana at GamaProduce@outlook.com

Sincerely,

Susana Maza

Owner

CONTACTS

[illegible]

Gama Produce Community Meeting minutes

January 4, 2016

Begin: 5:00 p.m.

Welcome and thanks for coming to the meeting.

Description of request and operation.

Questions about products sold and hours of operations.

End: 5:35 p.m.



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 12/03/15

BUSINESS NAME: Gama Produce

ADDRESS: 1606 East 4th Street, National City, CA 91950

OWNER NAME: Carlos & Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

(add additional owners on page 2)

I. Type of Business

- ☐ Restaurant (1 pt)
☒ Market (2 pts)
☐ Bar/Night Club (3 pts)

II. Hours of Operation

- ☐ Daytime hours (1 pt)
☒ Close by 10pm (2 pts)
☐ Close after 10pm (3 pts)

III. Entertainment

- ☐ Music (1 pt)
☐ Live Music (2 pts)
☐ Dancing/Live Music (3 pts)

IV. Crime Rate

- ☐ Low (1 pt)
☐ Medium (2 pts)
☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

Notes:

Crime Rate - over 120% (413.8%)

Census Tract - 220

Allowed Type 20 - (Off-sale, Beer & Wine)

Currently allowed On-sale - 5 / Currently have - 3

Currently allowed Off-sale - 2 / Currently have - 4

Over saturation

VI. Calls for Service at Location (for previous 6 months)

- ☐ Below (1 pt)
☒ Average (2 pts)
☐ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ☐ Mostly commercial businesses (1 pt)
☐ Some businesses, some residential (2 pts)
☒ Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

VIII. Owner(s) records check

- ☒ No criminal incidents (0 pts)
☐ Minor criminal incidents (2 pts)
☐ Multiple/Major criminal incidents (3 pts)

OWNER NAME: Carlos Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

OWNER NAME: Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

Recommendation:

- NCPD does not have a proactive enforcement unit for ABC outlets.
- Within 100' of residences, El Toyon school and park near-by.
- (5) on-sale and (2) Off-sale licenses are allowed in the census tract
- Census tract 220 currently has (3) On-sale and (4) Off-Sale.
- Over saturation by double for Off-Sale establishments.
- ABC states - Area is considered "High Crime Rate," The census tract is "Over Concentrated."
- Crime Rate for Beat 21 - 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC

Completed by: Graham Young, Lt. Badge ID: 365



**California Department of Alcoholic Beverage Control
For the County of SAN DIEGO - (Retail Licenses)
and Census Tract = 220**

Report as of 10/25/2015

License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1) 264361	ACTIVE	48	9/20/1991	1/31/2016	BUD MOHLER INC 419 PALM AVE NATIONAL CITY, CA 91950 Census Tract: 0220.00	ALOTTAS	3515 VALLEY VISTA RD BONITA, CA 91902	3708
2) 350706	ACTIVE	21	3/12/1999	5/31/2016	SHOSHANI, GEORGE HANNA 1626 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	KINGS LIQUOR		3708
3) 398986	ACTIVE	20	5/28/2003	6/30/2016	7 ELEVEN INC 1601 E 18TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	7 ELEVEN 2131 17265	PO BOX 219088, ATT: 7 ELEVEN LICENSING DALLAS, TX 75221-9088	3708
4) 408542	ACTIVE	21	3/25/2004	12/31/2015	CARNIVAL SUPERMARKET INC 1750 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	CARNIVAL SUPERMARKET		3708
5) 459110	ACTIVE	41	11/20/2007	10/31/2015	FHOP INC 1900 E PLAZA BLVD NATIONAL CITY, CA 91950-3703 Census Tract: 0220.00	FAMILY HOUSE OF PANCAKES		3708
6) 506904	ACTIVE	41	7/26/2011 2:49:59 PM	6/30/2016	LI, SHIHUI 1819 E PLAZA BLVD NATIONAL CITY, CA 91950-3701 Census Tract: 0220.00	BISTRO CITY		3708
7) 540773	ACTIVE	20	4/10/2014 1:32:10 PM	6/31/2016	VINTNERS DISTRIBUTORS INC 1601 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	NATIONAL CITY SHELL	41805 ALBRAE ST, 2ND FL FREMONT, CA 94538-3120	3708

alone - 3

off - smc - A

--- End of Report ---

For a definition of codes, view our [glossary](#).

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NUMBER OF LICENSES AUTHORIZED
BY CENSUS TRACT

County Name	County Population	County Ratio On Sale	County Ratio Off Sale	Census Tract #	Census Tract Population	On Sale	Off Sale
SAN DIEGO	3,227,496	790	1,564	203.06	8,694	11	5
SAN DIEGO	3,227,496	790	1,564	203.07	7,170	9	4
SAN DIEGO	3,227,496	790	1,564	203.08	5,743	7	3
SAN DIEGO	3,227,496	790	1,564	203.09	3,945	4	2
SAN DIEGO	3,227,496	790	1,564	204.01	2,369	2	1
SAN DIEGO	3,227,496	790	1,564	204.03	4,107	5	2
SAN DIEGO	3,227,496	790	1,564	204.04	5,070	6	3
SAN DIEGO	3,227,496	790	1,564	204.05	3,412	4	2
SAN DIEGO	3,227,496	790	1,564	205.00	5,196	6	3
SAN DIEGO	3,227,496	790	1,564	206.01	5,560	7	3
SAN DIEGO	3,227,496	790	1,564	206.02	5,859	7	3
SAN DIEGO	3,227,496	790	1,564	207.05	4,635	5	2
SAN DIEGO	3,227,496	790	1,564	207.06	6,286	7	4
SAN DIEGO	3,227,496	790	1,564	207.07	4,734	5	3
SAN DIEGO	3,227,496	790	1,564	207.08	3,437	4	2
SAN DIEGO	3,227,496	790	1,564	207.09	8,007	10	5
SAN DIEGO	3,227,496	790	1,564	207.10	1,749	2	1
SAN DIEGO	3,227,496	790	1,564	208.01	5,230	6	3
SAN DIEGO	3,227,496	790	1,564	208.05	3,501	4	2
SAN DIEGO	3,227,496	790	1,564	208.06	5,846	7	3
SAN DIEGO	3,227,496	790	1,564	208.07	2,599	3	1
SAN DIEGO	3,227,496	790	1,564	208.09	6,778	8	4
SAN DIEGO	3,227,496	790	1,564	208.10	5,266	6	3
SAN DIEGO	3,227,496	790	1,564	208.11	5,650	7	3
SAN DIEGO	3,227,496	790	1,564	209.02	2,122	2	1
SAN DIEGO	3,227,496	790	1,564	209.03	3,192	4	2
SAN DIEGO	3,227,496	790	1,564	209.04	3,075	3	1
SAN DIEGO	3,227,496	790	1,564	210.00	4,440	5	2
SAN DIEGO	3,227,496	790	1,564	211.00	7,589	9	4
SAN DIEGO	3,227,496	790	1,564	212.02	3,156	3	2
SAN DIEGO	3,227,496	790	1,564	212.04	5,289	6	3
SAN DIEGO	3,227,496	790	1,564	212.05	6,801	8	4
SAN DIEGO	3,227,496	790	1,564	212.06	2,995	3	1
SAN DIEGO	3,227,496	790	1,564	213.02	7,361	9	4
SAN DIEGO	3,227,496	790	1,564	213.03	8,981	11	5
SAN DIEGO	3,227,496	790	1,564	213.04	2,616	3	1
SAN DIEGO	3,227,496	790	1,564	214.00	7,025	9	4
SAN DIEGO	3,227,496	790	1,564	215.00	8,846	11	5
SAN DIEGO	3,227,496	790	1,564	216.00	3,391	4	2
SAN DIEGO	3,227,496	790	1,564	218.00	2,022	2	1
SAN DIEGO	3,227,496	790	1,564	219.00	5,816	8	4
SAN DIEGO	3,227,496	790	1,564	220.00	4,186	5	2
SAN DIEGO	3,227,496	790	1,564	221.00	9,082	11	5
SAN DIEGO	3,227,496	790	1,564	9901.00	0	0	0
SAN FRANCISCO	845,602	275	1,060	101.00	3,739	13	3
SAN FRANCISCO	845,602	275	1,060	102.00	4,143	15	3
SAN FRANCISCO	845,602	275	1,060	103.00	3,852	14	3
SAN FRANCISCO	845,602	275	1,060	104.00	4,545	16	4
SAN FRANCISCO	845,602	275	1,060	105.00	2,685	9	2
SAN FRANCISCO	845,602	275	1,060	106.00	3,894	14	3
SAN FRANCISCO	845,602	275	1,060	107.00	5,592	20	5
SAN FRANCISCO	845,602	275	1,060	108.00	4,578	16	4



ABC Report 2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat

Prior Report Number: B98S328R

Total Part 1 Crime and Part 2 Arrest for Agency: 3,238

Total Beat: 14

Average Total per Beat: 231.3

(120% or above is High Crime Area indicated by *)

	Beat	Totals	% Average by Beat
1	011	0	0.0%
2	014	0	0.0%
3	020	969	419.0%*
4	021	957	413.8%*
5	023	763	329.9%*
6	024	545	235.6%*
7	434	0	0.0%
8	441	0	0.0%
9	514	0	0.0%
10	521	0	0.0%
11	722	0	0.0%
12	999	4	1.7%



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015
Agency: NATIONAL CITY

Optional Parameters

Geographical Area:
Group by: Beat

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	14
ROBBERY	112
AGGRAVATED ASSAULT	165
BURGLARY	132
LARCENY	720
MOTOR VEHICLE THEFT	211
Total Part I Crime:	1,354

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	44
OTHER PART II CRIMES	1,202
CHILD AND FAMILY	38
DEADLY WEAPONS	24
EMBEZZLEMENT	8
FRAUD	26
GAMBLING	0
MALICIOUS MISCHIEF	14
NARCOTICS	342
SEX CRIMES	17
FORGERY	3
OTHER NON-CRIMINAL	166
Total Part II Arrest:	1,884

Total = Part I Crime + Part II Arrest for Agency:	3,238
Total Agency:	1
(120% is considered high crime area)	3,238
Average Total Per Agency:	



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 020

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	6
ROBBERY	34
AGGRAVATED ASSAULT	31
BURGLARY	22
LARCENY	235
MOTOR VEHICLE THEFT	44
Total Part I Crime:	372

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	12
OTHER PART II CRIMES	336
CHILD AND FAMILY	9
DEADLY WEAPONS	10
EMBEZZLEMENT	3
FRAUD	10
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	138
SEX CRIMES	8
FORGERY	1
OTHER NON-CRIMINAL	66
Total Part II Arrest:	597

Beat Total = Part I Crime + Part II Arrest: 969

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 419.0%

(120% is considered high crime area)



ABC Report 2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 021

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	3
ROBBERY	33
AGGRAVATED ASSAULT	57
BURGLARY	53
LARCENY	169
MOTOR VEHICLE THEFT	66
Total Part I Crime:	381

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	16
OTHER PART II CRIMES	384
CHILD AND FAMILY	15
DEADLY WEAPONS	5
EMBEZZLEMENT	0
FRAUD	11
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	94
SEX CRIMES	7
FORGERY	0
OTHER NON-CRIMINAL	40
Total Part II Arrest:	576

Beat Total = Part I Crime + Part II Arrest: 957

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 413.8%

(120% is considered high crime area)



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 023

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	3
ROBBERY	35
AGGRAVATED ASSAULT	41
BURGLARY	39
LARCENY	255
MOTOR VEHICLE THEFT	52
Total Part I Crime:	425

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	10
OTHER PART II CRIMES	211
CHILD AND FAMILY	6
DEADLY WEAPONS	4
EMBEZZLEMENT	1
FRAUD	1
GAMBLING	0
MALICIOUS MISCHIEF	2
NARCOTICS	66
SEX CRIMES	1
FORGERY	0
OTHER NON-CRIMINAL	36
Total Part II Arrest:	338

Beat Total = Part I Crime + Part II Arrest: 763

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 329.9%

(120% is considered high crime area)



ABC Report 2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 024

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	2
ROBBERY	10
AGGRAVATED ASSAULT	36
BURGLARY	18
LARCENY	61
MOTOR VEHICLE THEFT	49
Total Part I Crime:	176

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	6
OTHER PART II CRIMES	268
CHILD AND FAMILY	7
DEADLY WEAPONS	5
EMBEZZLEMENT	4
FRAUD	4
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	44
SEX CRIMES	1
FORGERY	2
OTHER NON-CRIMINAL	24
Total Part II Arrest:	369

Beat Total = Part I Crime + Part II Arrest: 545

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 235.6%

(120% is considered high crime area)



**ABC Report
2015 ABC Report by Beats**

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 441

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	0
ROBBERY	0
AGGRAVATED ASSAULT	0
BURGLARY	0
LARCENY	0
MOTOR VEHICLE THEFT	0
Total Part I Crime:	0

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	0
OTHER PART II CRIMES	0
CHILD AND FAMILY	0
DEADLY WEAPONS	0
EMBEZZLEMENT	0
FRAUD	0
GAMBLING	0
MALICIOUS MISCHIEF	0
NARCOTICS	0
SEX CRIMES	0
FORGERY	0
OTHER NON-CRIMINAL	0
Total Part II Arrest:	0

Beat Total = Part I Crime + Part II Arrest: 0

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 0.0%

(120% is considered high crime area)

Environmental Scan For Alcohol License C.U.P.

Gamma Produce

1605 East 4th Street, National City, CA 91950

November 25, 2015



Photo of Gamma Produce in National City



Google Earth View of 1605 E 4th Street .
and Surrounding Area

This environmental scan is for an amendment on the existing Conditional Use Permit for the Gamma Produce market, located at 1605 East 4th Street in National City. The applicant is applying for a Conditional Use Permit for sales of Beer and Wine. The business is located at the intersection of Palm Avenue and East 4th Street in National City. Currently there are six (6) active licenses issued for the Census Tract is 0118.02. This number exceeds the census track allocation of 1. An environmental scan was conducted on Wednesday, November 25, 2015.

The business is the Gamma Produce, a market with sales of groceries, fruit, vegetables and meat. During a scan of the business and property the following was noted:

The business is a small business located alone on the property. There are single-family residences, multi-unit housing and one church in the immediate area.

Funded by the San Diego County Health and Human Services Agency
2615 Camino del Rio So. #300 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

Youth Sensitive Areas

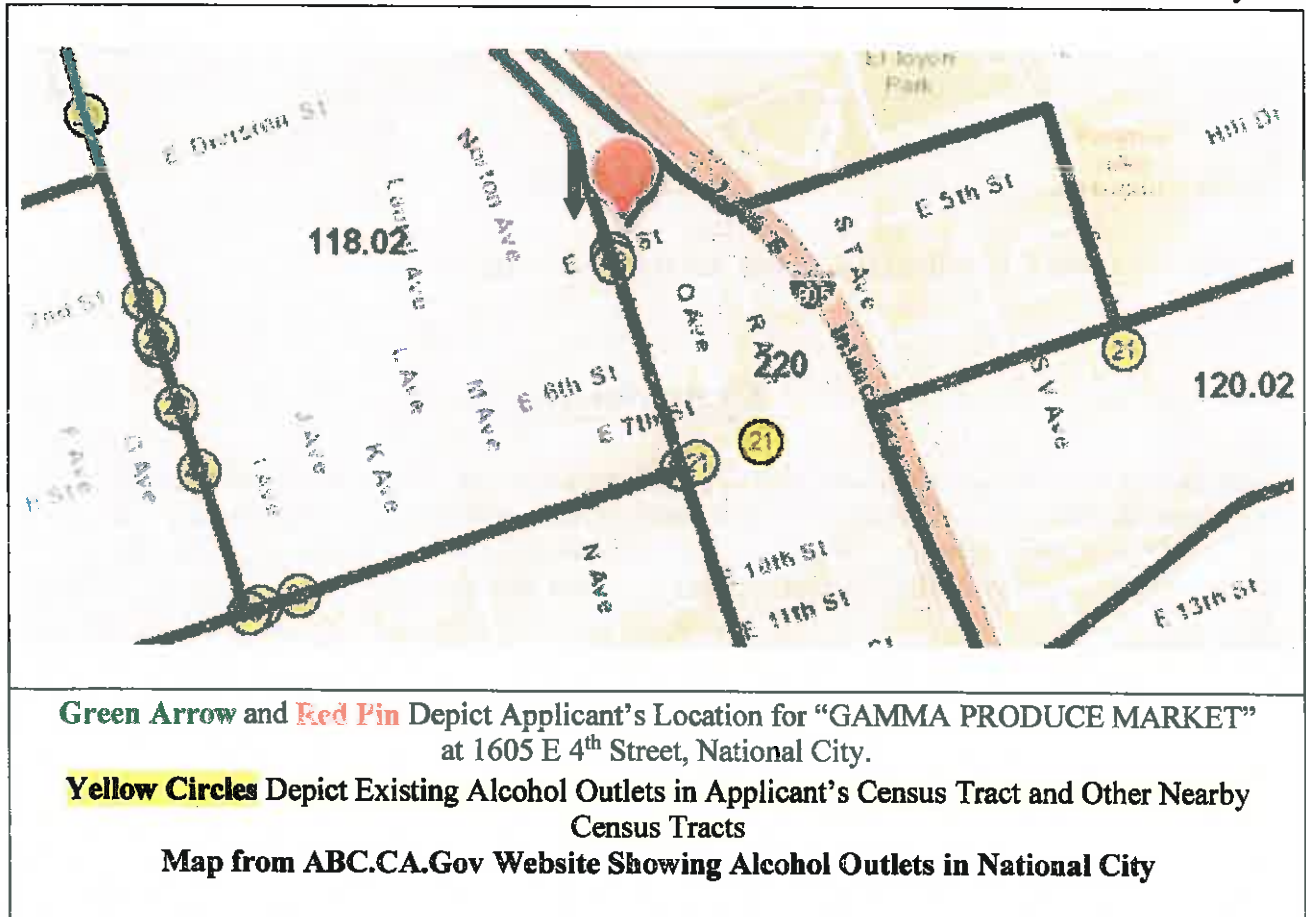
The business is not located near any youth sensitive areas.

Churches

The business is located across from a Christian Church at the West side of Palm Avenue and East 4th Street in National City.

Outlet Density

According to the ABC, seven (7) on-site licenses are authorized for Census Tract 0118.02, the census track within the area of which the Gamma Produce is located. Currently there are five (5) off-sale licenses issued for the Census Tract is 0118.02. This number exceeds the census track allocation by 1.



Census Tracts

	Off-Sale	On-Sale
Tract 220 <i>Establishment is within this tract</i>	Allowed: 2 Actual: 4 Number Above/Below Allowable: +2	Allowed: 5 Actual: 3 Above/Below: -2
Neighboring Census Tracts		
Census Tract 0118.01	Allowed: 2 Actual: 2 Number Above/Below Allowable: -	Allowed: 4 Actual: 4 Above/Below: -
Tract 118.02	Allowed: 4 Actual: 5 Number Above/Below Allowable: +1	Allowed: 7 Actual: 7 Above/Below: -

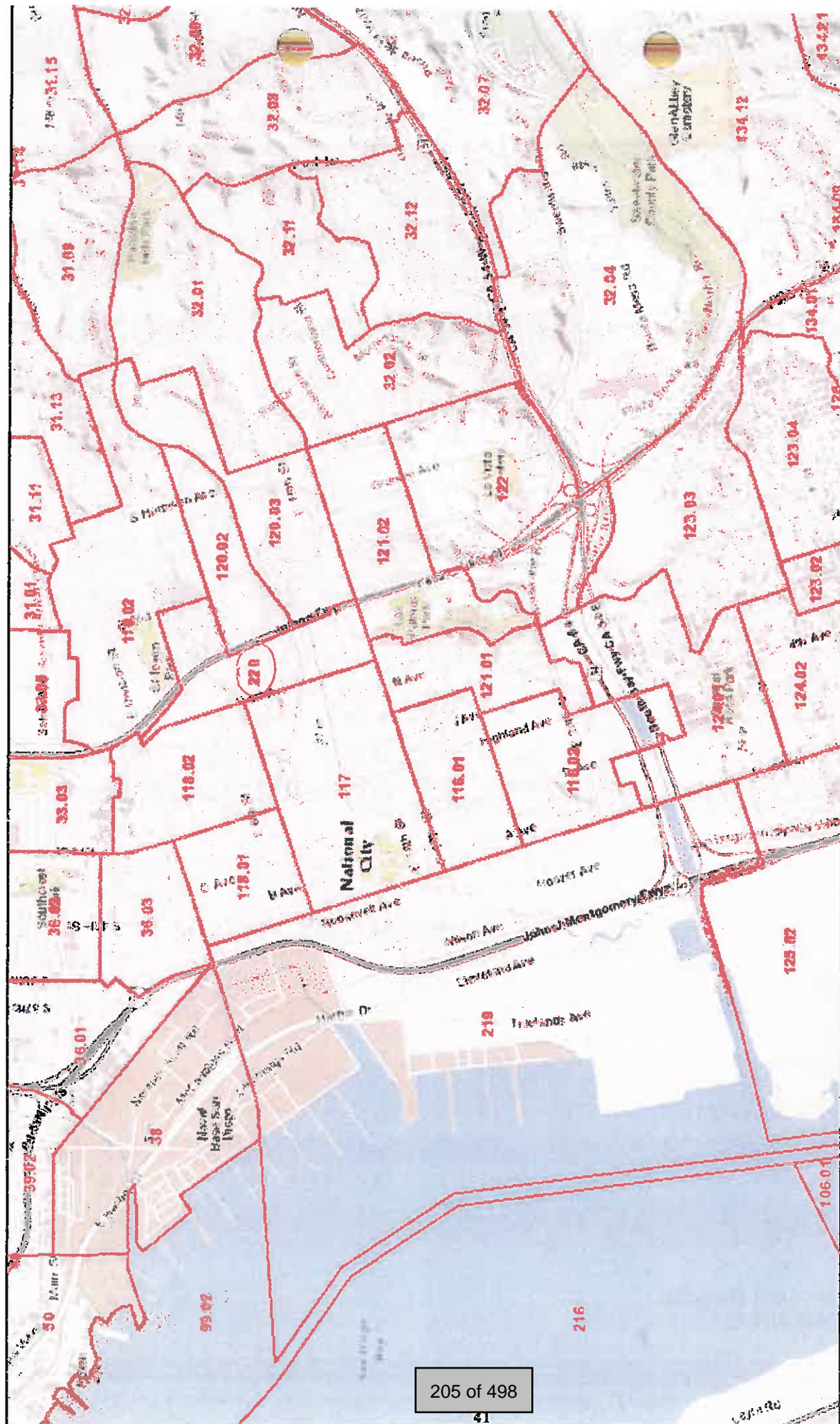
Crime Rate

Refer to National City Police Departments report for crime statistics.

Considerations

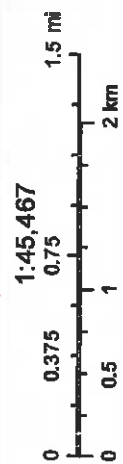
South Bay Community Change staff spoke to the owner, Mrs. Susan Maza on November 25, 2015. She let us know that the hours of the alcohol sales would coincide with the store hours Monday-Friday 7:30 a.m. to 8:00 p.m. and weekends 7:30 a.m. to 7:00 p.m. She has had her business there for the past 16 years wants only to provide the beer and wine for her direct customers.

We would recommend that the current conditions continue and insure that the staff, management, and owner attend the Responsible Beverage Sales and Service training.

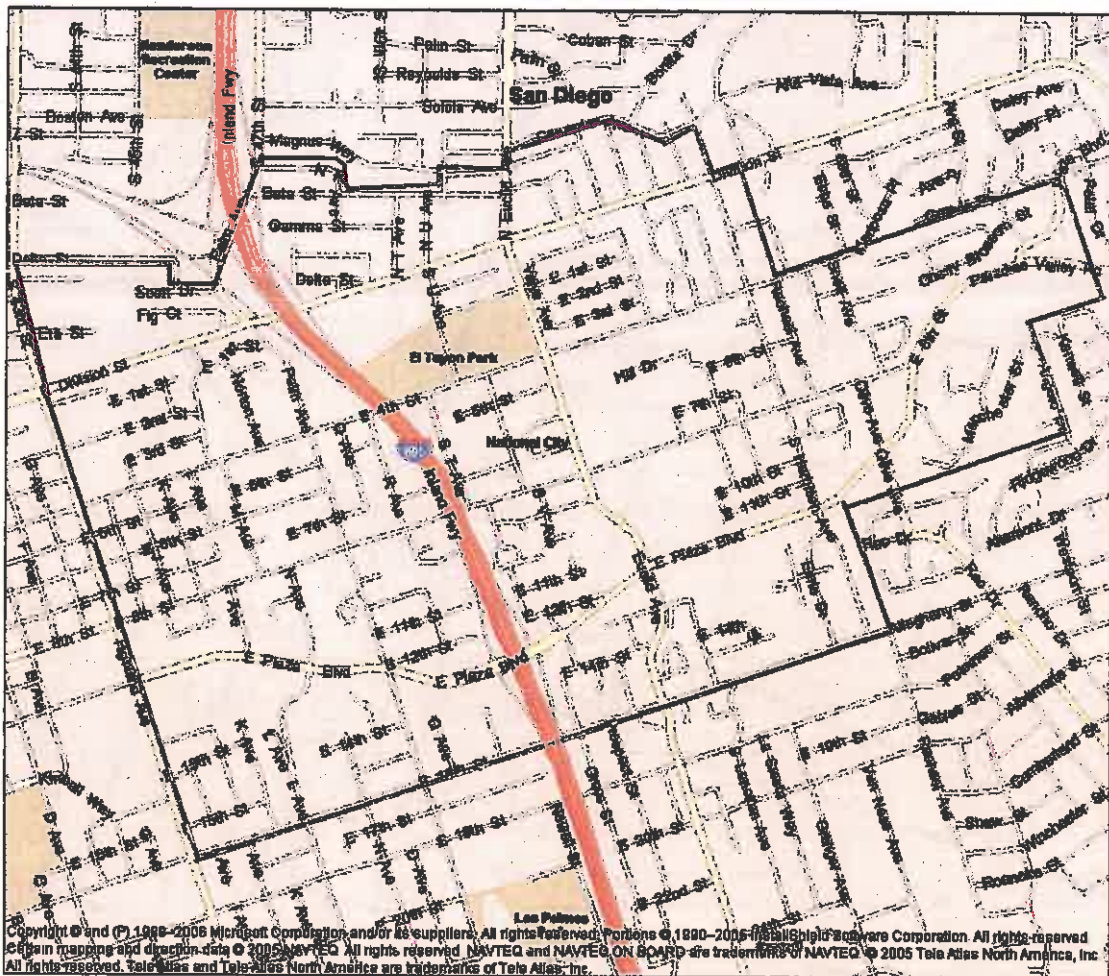


Aug 25, 2014

CensusTracts 2010



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, OpenStreetMap contributors, and the GIS User Community



City of National City Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT GAMA PRODUCE
LOCATED AT 1605 EAST 4TH STREET
CASE FILE NO.: 2015-28 CUP
APN: 554-050-19

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, May 2, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Susana Maza)

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **May 2, 2016** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director

**IN THE MATTER OF THE APPLICATION FOR A CONDITIONAL USE
PERMIT FOR 1605 E. 14TH STREET, NATIONAL CITY, CA 91950**

Dear City of National City:

Please accept this letter as my opposition of a Conditional Use Permit for 1605 E. 14th Street,
National City, CA 91950.

**REASONS FOR DENYING THE APPLICATION OF A CONDITIONAL USE PERMIT AT
1605 E. 14th STREET, NATIONAL CITY, CA 91950**

- 1. Whether the issuance involves an existing business with a license which is being transferred to a new location and which will not result in an increase in the total number of off sale retail liquor licenses or on sale retail liquor licenses in the census tract in which the business would be located?**

Applicant is looking to add a Type 20 license to a Census Tract that is already over-concentrated with off-premise alcohol related licenses. However, in order to add this license to the census tract, Applicant must receive a Conditional Use Permit (CUP). There are 2 licenses allowed and currently the census tract is over-saturated with 4 existing. Allowing a CUP at this location would increase the already over-saturation rate to 5. This Census Tract does not need yet another off-sale alcohol license.

- 2. Whether the business, by reason of its location, character, manner, method of operation, merchandise, or potential clientele, will serve a segment of the City's business or residents not presently being served?**

No. Currently there is a liquor store directly across the street. However, this liquor store does not appear in the staff reports or recommendations due to the fact that it is located in the adjoining census tract. In addition, although the proposed location is described as a market that sells produce and meat, it in fact is a convenience store that is looking to have beer and wine as its primary product. The Applicant has listed the business for sale, and it marketing it as a convenience store. Attached is the listing, which states, "Great opportunity for a buyer to

come in and increase business by adding Beer & Wine, Cigarettes, Western Union, Check Cashing, Dell and much more." This means that if this location is granted a CUP, the new owner can make any changes to this store. Including, making it a liquor store. The building is only 2,400 square feet and cannot be viable as a market. This location has been in existence since 2000 with the current owner and has operated without an alcohol license. However, now since the owner is looking to sell the business and building, we would not know the intention of the new owner. If the intention of the new owner is to operate as a beer and wine store, then it would be proper to have them thoroughly investigated by the police department through the Public convenience and necessity process and also through the Conditional Use Permit process. Remember, once you approve the CUP, this location will therefore be approved for placement of beer and wine off sale alcohol license by any owner as the approval of the CUP runs with the land. Again, there is already a corner "liquor store," directly across the street. This area does not need a second alcohol store on that corner. National City has enough liquor and beer and wine stores and specifically this Census Tract is already oversaturated. Therefore, any of those stores would serve any segment of potential clientele who is looking to purchase beer or wine.

3. **Whether the business will be located within a 600-foot radius of incompatible facilities, such as public and private schools, day care centers, churches, park, homeless shelter, and alcohol rehabilitation centers, and facilities designed and operated to serve minors?**

Although not within 600 feet, El Toyon Elementary School/Recreation Center is located at 2005 E. 4th Street. This is approximately 800 feet away from the proposed location. Additionally, there is a church located at 125 Palm Ave., National City and is located across the street from the proposed location. Therefore not one, but two incompatible facilities exist in the immediate vicinity.

5. Over saturation by double for Off-Sale establishments;

6. ABC states- Area is considered "High Crime Rate," The census tract is "Over Concentrated;"

7. Crime rate for Beat 21 – 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC.

(See Attached National City Police Department Alcohol Beverage Control Risk Assessment)

Giving this location a license to sell more alcohol where a risk assessment was performed and the police department concluded that there is additional risk of more crimes, including assaults, robberies, and other alcohol-related occurrences, is akin to playing Russian roulette. Crime is sure to increase as a result of an additional alcohol license being issued.

6. Whether the issuance of the license will promote the goals and policies of the City's General Plan, any applicable specific plan, or any similar policies that have been adopted by the City Council?

No. This location is redeveloping towards increased residential with affordable housing.

Adding an additional store where alcohol can be purchased would not promote that goal.

There are already numerous locations to purchase alcohol within feet of the proposed location.

Again, there are schools, parks, churches, and also residences, all within feet of this proposed location.

7. Whether the application is for a premises where a previous license has been revoked within the previous one-year period?

No.

8. Whether the applicant has been convicted of any felony?

Unknown.

9. Whether the premises are located within 100 feet of residentially zoned property, If a parking lot exists for the benefit of patrons then the 100 feet begins at the perimeter of the parking lot?

Yes. There are numerous residences throughout the area and even across the street facing the store. These residences already face one liquor store across the street and numerous stores and gas stations that sell alcohol in the area. They deal with the hassle of drunk and disorderly individuals, traffic, noise complaints, loiterers, etc. These houses are within feet of both a liquor store and the Applicant's store. Further, there is a petition being circulated among the residents in opposition of this application to allow for the sale of beer and wine.

10. Whether any other information supplied by the applicant, or other competent evidence shows that the "public convenience or necessity" will be served by issuance of the license. When consideration is given in determining "public convenience or necessity," any one of the foregoing guidelines may be sufficient grounds for denial. Each application shall be judged on an individual basis and any one criteria or combination of criteria may be waived as the result of imposed conditions?

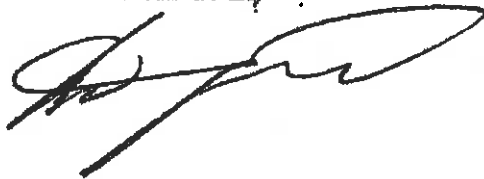
There will be no public convenience or necessity that will be met by allowing a Type 20 licensed location to exist at this location. It will be in direct opposition of public health, safety, and welfare. The vast majority of local residents, schools, and nearby churches are against an additional alcohol related business at this proposed location.

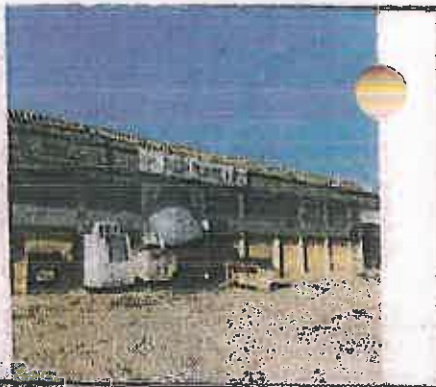
Allowing this location to operate as a Type 20 location will more than likely add to the already oversaturation of this census tract. If you approve this CUP, the oversaturation rate will increase from 2 license allowed and 4 existing to 5 existing. This license can also be moved to any approved location in the census tract in the future and if you approve this CUP it will run with the land. This proposed location is simply wrong. It is too close to schools, residences, churches, and other alcohol related stores. The attached pictures will show just how close the proposed location is to houses, schools, and a church.

Again, the Applicant is in the process of selling this store. They are marketing it as a store with potential. Specifically, they are marketing all products and services normally sold by liquor or beer and wine stores. The advertisement, which is attached, speaks of great opportunities if you add a beer and wine license, in addition to cigarettes and check cashing. This location is destined to become yet another outlet to purchase alcohol. There are too many children and residences in the area, crime is already substantial and considered a high crime area by the Police Department, there are schools in the area, a park in the area, an oversaturation of alcohol licenses in the area (2 existing, 4 allowed, and does not include the 3 on-sale premise locations in the census tract), and that does not include the liquor store directly across the street from the proposed corner because it borders an adjacent census tract.

Respectfully,

ROBERT ZAKAR

A handwritten signature in dark ink, appearing to be 'Robert Zakar', written below the printed name.



COMMERCIAL-BUSOP

MLS #: 150050232

ARN:

Addr: 1605 E 4th Street

City/St: National City, CA

Zip: 91950

Status: EXPIRED

Short Sale: No

List Price: \$90,000

Original Price: \$90,000

Sold Price:

List Date: 11/27/2015

Modified Date: 1/1/2016

COE Data:

COMLS 24

MT 85

LP/SqFt:

SP/SqFt:

Interest Loan

Down Payment 90,000

Have Fully Operational Market

Motive/Want: Retire

County: San Diego

Type of Business: Neighborhood Market

Business Name: Santa Produce

Gross Equity: 90000

Sales Restrictions: N/K

Mandam: None Known

Listing Type: EA



NEIGHBORHOOD AND SHOPPING INFO

Neighborhood Market that has a Meat Department and Produce. Great opportunity for a buyer to come in and increase business by adding Beer & Wine, Cigarettes, Lotto, Western Union, Check Cashing, Deli and much more... There are many options, just needs the right person to put it together. Price is the business only but the property may be negotiable with the right offer.

Conf. Remarks: Call John (619)301-6537 to schedule an appointment. Do not speak to the employees or go to the property without an appointment.

Map Code: 119047

CBSH: 5.00

CBS:

Directions To Property:

Showing Instructions:

Listing Agent: John Van Meter - Memo: 619-301-6537

2nd Agent:

Listing Office: The Real Estate Agency - Office: 619-301-6537

BRE License#: 01723635

Broker ID: 87304

Fax: Fax: 619-301-6537

Off Market Date: 1/1/2016

Class of Easement

Financing:

SALES

Concessions:

Sale Price:

Exp Date:

Selling Agent:

Selling Office:

Geological Hazard Zone

Flood Zone

Zoning

Lot Size

Number of Employees

Full Time Employees

Part Time Employees

Owner Works

Owner Train Employees

How Long Established

Est. w/ Present Owner

Equipment

Pictured

Gross Appraised Value: 900,000

Lease Type: Month to Month

Lease Expires

Lease Deposit

Lease Percent

Lease Option

Lease SqFt

Lease Price/SqFt

Mortgage Total: 1,000

Annual Rent

Annual Inventory

Annual Rent Tax

Annual Payroll Expense



Accounts Receivable

Assets Equipment

Assets Leasehold Imp.

Assets Real Estate

Assets Other

Assets Total

Accounts Payable

Liabilities

Long Term Liability

Total Liability

Actual Gross Sales

Actual Cost of Sales

Actual Gross Profit

Actual Total Expenses

Actual Net Income

Actual Owner Salary

Actual Rent

Actual Inventory

Actual Rent Tax

Actual Payroll Expense

Price Includes Equipment

Price Includes Goodwill

Price Includes Inventory

Price Includes Value

Price Includes Real Estate

Price Includes Liabilities

Price Includes Other

Price Includes Total

Price Includes Other

Price Includes Value

Provided By: Paul S. Baumgardner

File Path: C:\Users\pbaum\Documents\150050232\150050232.pdf

Document Path: C:\Users\pbaum\Documents\150050232\150050232.pdf

This Retail property is For Sale.

1605 E. 4th Street

National City, CA 91950 2,400 SF Retail For Sale

\$90,000



Retail Property For Sale

Price	\$90,000	Property Sub-type	See Listing Notes
Building Size	2,400 SF	Property Use type	General Pro. Bldg
Price/SF	\$37.50	Commission Split	5%
Property Type	Retail		
Days on Market	145		
Listing ID: 45-100	Days on Market: 145	Lowest Offer: \$90,000	

Description

See listing for details. Property is located in a high-traffic area with a large parking lot. The property is currently occupied by a business that is looking to sell. The property is a single-story building with a red-tiled roof and a sign that reads 'FRESH PRODUCE & MEAT'. The property is located on a busy street and is surrounded by other businesses. The property is a good investment opportunity for someone looking to enter the retail market.

Annual Gross Sales \$300,000

Store \$100,000 monthly. Term can be negotiated

There is no payment due on this property as it is negotiable with the right offer

Property is located in a high-traffic area.

Research

info: 1-800-858-8588 or 619-593-5938 (in San Diego area)

Property is located in a high-traffic area. The property is a good investment opportunity for someone looking to enter the retail market.

1605 E 4th St Income/Investment

> Hide this form

Find out more.

Contact a local agent



Your Name

Phone

Email

I am interested in 1605 E 4th St, Nat City, CA 91950.

Get More Info

By sending, you agree to Trulia's Terms of Use & Privacy Policy.

of 7

Save

Share

National City, CA 91950

Income/Investment

180+ Days on Trulia

Edit Home Facts

By sending, you agree to Trulia's Terms of Use & Privacy Policy

See your commute times

100+ Rentals in this Area: Search Nearby Rentals

Check Your Equifax Credit Score For \$1 For 7 Days!

Property Details for 1605 E 4th St

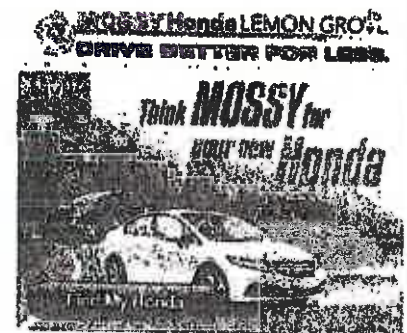
180+ Days on Trulia

Commercial property for sale in National City, CA 799,000 USD

Description provided by Trulia

1605 E 4th St This income/investment is located at 1605 East 4th Street, National City, CA. 1605 E 4th St is in the 91950 ZIP code in National City, CA. The average listing price for ZIP code 91950 is \$340,585.

4 views





NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 12/03/15

BUSINESS NAME: Gama Produce

ADDRESS: 1606 East 4th Street, National City, CA 91950

OWNER NAME: Carlos & Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

(add additional owners on page 2)

I. Type of Business

- ☐ Restaurant (1 pt)
☒ Market (2 pts)
☐ Bar/Night Club (3 pts)

II. Hours of Operation

- ☐ Daytime hours (1 pt)
☒ Close by 10pm (2 pts)
☐ Close after 10pm (3 pts)

III. Entertainment

- ☐ Music (1 pt)
☐ Live Music (2 pts)
☐ Dancing/Live Music (3 pts)

IV. Crime Rate

- ☐ Low (1 pt)
☐ Medium (2 pts)
☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

Notes:

Crime Rate - over 120% (413.8%)

Census Tract - 220

Allowed Type 20 - (Off-sale, Beer & Wine)

Currently allowed On-sale - 5 / Currently have - 3

Currently allowed Off-sale - 2 / Currently have - 4

Over saturation

VI. Calls for Service at Location (for previous 6 months)

- ☐ Below (1 pt)
☒ Average (2 pts)
☐ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ☐ Mostly commercial businesses (1 pt)
☐ Some businesses, some residential (2 pts)
☒ Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

VIII. Owner(s) records check

- ☒ No criminal incidents (0 pts)
☐ Minor criminal incidents (2 pts)
☐ Multiple/Major criminal incidents (3 pts)

OWNER NAME: Carlos Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

OWNER NAME: Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

Recommendation:

- NCPD does not have a proactive enforcement unit for ABC outlets.
- Within 100' of residences, El Toyon school and park near-by.
- (5) on-sale and (2) Off-sale licenses are allowed in the census tract
- Census tract 220 currently has (3) On-sale and (4) Off-Sale.
- Over saturation by double for Off-Sale establishments.
- ABC states - Area is considered "High Crime Rate," The census tract is "Over Concentrated."
- Crime Rate for Beat 21 - 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC

Completed by: Graham Young, Lt. Badge ID: 365



Google earth

feet: _____ 200
meters: _____ 80



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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
DARWIN MARTINEZ	114 NORTON AVE. NATIONAL CITY	CA 91950	2-75
		(619) 206-4611	
James R. Dimas	1730 La Posada St., N.C., CA 91950	619 947 9123	2/15/16
James R. Dimas	1730 La Posada St., N.C., CA 91950	(619) 419-0894	6/15/16
Larry Mendoza	1705 E 5 th St. National City	91950 (619) 372-3884	2/15/16
Harold Branch	334 South Clairmont Ave National City	91950 (619) 457-9950	
JOSE DOMINGUEZ	930 E. 4th St. National City,	91950 (619) 257-8500	2-16-16
Charles King	Charles King 223 E 3rd St	290-2111	2/15/16
STEVE LUNAS	110 S DELMONT AVE. NATIONAL CITY	CA 91950 (619) 288-6777	2/11
Mike Sweetman	1574 E 7th St Nat City	91950 619 507 9410	2-16-2014
David Hall	116 PALM AVE #14 NATIONAL CITY	619 523-3888	2-16-16
MARCE MARTINEZ	709 M AVE. NATL. CITY, CA	91950 619 477 3710	2/11

Total this page = _____ Page _____ of _____

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
James Diaz	331-San Antonio Ave. National City, CA 91950	(619) 933-2046	2/17/16
Paul Hernandez	135 Laurel St National City, CA 91950	619 748 8670	2/17/16
Thomas Hunt	1510 E 4th St National City, CA 91950	9185083459	2-17-16
Heslie Solomon	1581 E 6th St National City, CA 91950	2/17/2016	
Carolee Brown	420 L Ave. National City, CA 91950	619 477 6194	2/17/2016
Robert Brown	2621 E 26th St National City, CA 91910	2/17/16	
Felipe Ruiz	428-M 1st 4th St National City, CA 91950	217-16 855-2437	2-17-16
MIKE LADLEY	138 Norton Ave National City, CA 91950	619-677-8566	2/17-16
Jeremy Serrano	1709 Beth St. National City, CA 91950	619 840-2863	2-17-16
Lola Garcia	223 Norton Ave N.C. 91950	619 804-9772	-02-17-16
Steve Brown	2833 S. 17th St. N.C. 91950	619 479-8838	2-17-16
STEVEN CLARK	2017 E 5th St N.C. 91950	(619) 838-4442	2-17-16
George K Carter	946 N Ave #37 N.C. 91950	(619) 886-3869	2-17-16

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
<i>Hector Lopez</i>	<i>203 Laurel Ave #24 N.C. CA 91950</i>	<i>(619) 49-9561</i>	<i>2/17/16</i>
<i>Jessie Tish</i>	<i>735 E P Street National City</i>	<i>219-5840</i>	<i>2/18/16</i>
<i>TED RSV</i>	<i>2219 E 15th N.C. 91950</i>	<i>478-5045</i>	<i>2/18/16</i>
<i>George Lano</i>	<i>203 Laurel Ave #25 N.C. 91950</i>	<i>900-5840</i>	<i>2/18/16</i>
<i>PLACIDA BARTIST</i>	<i>2931 E 11th ST N.C. CITY CA 91950</i>	<i>(619) 453492</i>	<i>2/18/16</i>
<i>Cantela oscar</i>	<i>116 Palm Ave Apt #18 National City</i>	<i>(619) 717-3004</i>	<i>2/18/16</i>
<i>Dawn Chopra</i>	<i>32 Laurel Ave National City 91950</i>		<i>2/18/16</i>
<i>DIOSDADO D SAN ROS</i>	<i>910 Eucalyd Ave NATIONAL CITY CA 91950</i>	<i>919-50861152</i>	<i>2/18/16</i>
<i>MARY WOLFE Mary Wolfe</i>	<i>3107 E. 18th ST. NATIONAL CITY 91950</i>	<i>619-512-7288</i>	<i>2/18/16</i>
<i>Martineke Morgan</i>	<i>601 E. 18th ST. NATIONAL CITY, CA 91950</i>	<i>(619) 385-3337</i>	<i>2/18/16</i>
<i>Mary F. Sanchez</i>	<i>1355 Palm Ave National City CA 91950</i>	<i>619-508-1700</i>	<i>2/18/16</i>

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Robert S. Sana Lopez, S.A.B.	125 N. U. Ave. National City, CA 91950	619-263-5555	2/15/16
Chris Lopez	1726 East 5 th St National City, CA 91950	619-767-0522	2/15/16
Francisco Ruiz	1504 E. 1 st St N.C. CA. 91950	619-550-4735	2/15/16
DAVID NIETO Daniel Nieto	420*6 Q St. N.C. CA. 91950		2/10/16
Francisco Lopez	2885 HARPOUR ST N.C. 91950	619-618-9220	2/10/16
Danny Drake	1214 Roosevelt Ave N/C 91950	619-247-2878	2-18
Jocelyn Edwin	405 Palm Ave National City, CA 91950	619-577-3220	2/18/16
Ron ARMS / R.F.H.	535 Palm Ave N.C. 91950	619 394 9558	2/18/16
Jose Lopez J.L.	635 G AVE N.C. 91950 (619) 756-2667		2/18/16
Mario Pimentel	733 J FIVE N.C. 91950 (619) 486-1899		02/15/16
Assam Lopez	425 Palm Ave N.C. 91950 (619) 273-1308		02/18/16
Victor Ramos	203 Norton Ave N.C. 91950 (619) 791-3759		02/18/16
JOSHUA T. GUE	3031 RACHAEL AVE. N.C. 91950 (619) 475-8784		2/18/16

Total this page - Page _____ of _____

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NAME	ADDRESS	TELEPHONE	DATE
Linton Wiles	879 Plaza Calaveras WY		2/20/16
Samuel McDaniel	2209 East 4th Ave CA 91950		2/20/16
LARRY WIFE	70 E. KENTON AVE. NC 91950	619-768-7838	2/20/16
Jennifer Siqueira	2356 Palm Ave National City CA 91904	(used)	2/20/16
Julia Barbara	1054 East 4th St. NC 91950	619-682-2221	2/20/16
CARMEN FLORES	114 LAUREL AVE NATIONAL CITY 91950	619-768-7838	2/20/16
ROBERT MARIAN	100 LAUREL AVE NATIONAL CITY 91950	619-787-7838	2/20/16
Adrian Flores	114 Laurel Ave Nat. City 91950	619-768-7838	2/20/16
Francisco Flores	205 Norton Ave 41 E. NC 91950	619-768-7838	2/20/16
Sony Gomez	526 L Ave NC 91950 619-509-9300		2/20/16
Luis Morales	1459 E. 1st Street Nat City 91950	619-621-9888	2/20/16
Monica Morales	1459 E. 1st St. NC 91950	619-621-9888	2/20/16
Andrea Hernandez	205 Norton Ave NC 91950	619-732-8849	2/20/16
FRANK ROBLES	7618 7th St NC 91950	(619) 765-9755	2/20/16

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Armando Contreras	1332 E 5th St. N.C. 91950	619-408-2767	2/19/16
Wilber T. Vazquez	448 Arroyo Verde N/C CA 91950	619-470-0811	2/19/16
John Morales	431 50 TAVE N.C. 91950	619-674-4895	2/19/16
Tom Corrie	120 Dr. Henson N.C. 91950	619-470-8768	2/19/16
Jack Duke	1000 E. 2nd St N.C. 91950	619-933-5491	2/19/16
Ramon Mendez	1705 E 4th St, National City, CA 91950	619-773-3514	2/19/16
Carlos Hernandez	1319 E 4th St National City CA 91950	619-272-3115	2/19/16
Valeria Alvarez	1319 E 4th St NATIONAL CITY CA 91950	619-955-9191	2/19/16
Patricia Dean	1001 AVE NATIONAL CITY CA 91950	619-371-1173	2/19/16
Doris Hernandez	208 Palm Ave. N.C. CA. 91950	619-434-1340	2/19/16
Daria Zamora	1116 Palm Ave #5 N/C CA 91950	(619) 577-5583	2/19/16
Michelle Ortiz	305 E 2nd St National City 91950	755-6856	2/19/16
Sophiana Un	2510 E 1st St NC 91950	(619) 471-5812	2/19/16

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Page ____ of ____

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Trina Packard	238 Palm ave. NC 91950	(619) 249-2712	2/20/10
Patricia G. Santos	910 Euclid Ave. # 134 National City, CA 91950	(619) 811-0822	2/20/10
Evelyn Johnson	1531 East 6th St. National City, CA 91950	(619) 477-0824	2/20/10
Richard G. Aguirre	320 Norton Ave. National City, CA 91950	(619) 477-9237	2/20/10
Rebecca Lopez	414 E. Ave. N.C. 91950	762/1114	2/20/10
David Nelson	1038 E. 2nd St. N.C. 91950	259-3701	2/20/10
DAPA CHION	1121 PALM AVE NAT. 91950	213-2737	2/20/10
Lana Santoya	325 1/2 Norton Ave. N.C. 91950	611-477-1114	2/20/10
Rosé Gaffney	1723 Delta St N.C. CA 91950	(619) 874-4661	2/20/10
Roberto Hernandez	205 Norton ave apt A N.C. (619) 634-00-31	2/20/10	2/20/10
Marilyn B. B. B.	238 Polo Ave. NC 91950	(619) 26-311	2/20/10
Gina F. F. F.	420 Q Ave. #6 NC 91950	(619) 874-4661	2/20/10
Nicolas S. S. S.	1604 E 4th St NC, CA 91950	619-477-0212	2/20/10

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
PERRY VALENCIA	439 PALM. AVE, NC	91950 323-533	2-21-96 23
MICHAEL GARRON	640 M AVE NE CALF	91950 619 582-768	2-21-96 24
Doreen Shire	1370 S 50 St St. C.A.	91950 916 756 738	2-21-96 24
Miguel Miguel	1114 east 5th st. N.C.	CA. 91950 - 791-916	2-21-96 24
Jaime Lopez	3221 NATIONAL CITY BLVD SPC 71	N.C.C.A. 91950 619 307-578	02/23/16 116
Hector Ariza	1308 E 4th street National City	91950 619 496 1450	2/23/16 24
FRANK CRESTIK	2415 E 2ND ST. NATIONAL	91766 91950 619-267-9381	2-24-96 24
Hilary Morrison	1434 E. 7th St. NC	CA 91950 619 962 4080	2-24-96 24
LOIS ESTRADA	708 M AVE NE NATIONAL CITY	CA 91950 (619) 929-178	2-24-96 24
Socorro Gonzalez	1344 EAST 6th St N.C.	CA 91950 (619) 581-2622	2-24-96 24
Armando Ramez	205 Norton ave N.C.	CA 91750 (619) 586-2406	2-24-96 24
José Alberto Gutierrez	6410 EDWARDS ST N.C.	91950 619 791 0435	2-24-96 24
ROBERTO PAVEPA	3505 REPUBLICAN BLVD N.C.	91950 (661) 301-2086	2/25/16 116

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Gilbert A. Pimentel	430 Theima Way, ALC., CA 91950	858-361-4932	2/27/16
Rafael Aranda	1905 L AVE N.C. CA 91950 (011)	259 4286	2/27/16
Armando Fuentes	1441 E 5th St NC CA 91950	619-666-8665	2/28/16
David Torres	3840 Peach Blossom St N.C. 91950	619-253-6997	2/28/16
Dawson Lyons	1319 East 5th St N.C. 91950	619-274-1540	2/28/16
NIMFA F. ARELLANO	627 Palm Ave. N.C. 91950	619-294-2237	2/28/16
Isabel Ruiz	2032 E 4th St N.C. 91950	(619) 206-8787	2-29-16
Christian Melendez	2222 East 5th Street National City CA 91950	CA 91950 (619) 382-0172	2/29/16
Ramon Treasero	2010 E 5th St NC 91950	619 274 7984	2/29/16
Rafael S. Courtney	608 K Avenue National City, CA 91950	619 474 3673	2/29/16
Ramiro Vivas	1634 E 4th St NC 91950	(619) 831-2087	2/29/16
Lana Edwin	705 Palm Ave. NC. CA 91950	(619) 297-2287	2.29.16
Leoncio Tano	705 PALM AVE. NC. CA 91950	(619) 900-8292	2/29/16

Total this page = _____ Page _____ of _____

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Leanne Wickham-Wick	1339 Division St.	N.C. 91950 (619) 316-5608	3-1-16
Louis G. Gorman, Jr.	1339 Division St.	N.C. 91950 619-264-7311	3-1-16
Becky Gorman	306 Palm Ave	National City, CA 91950 619-874-526	3-1-16
Russell Prins	1114 L Ave	N.C. 91950 619-474-0167	3-1-16
Sam Proctor	416 Palm Ave	N.C. 91950 619-718-1100	3-1-16
Gilbert A. Cameron	1405 E Division St.	N.C. 91950 619-779-0567	3-1-16
Nickie M. DeBorja	2616 E. 5 th St.	N.C. 91950 2-2-16	3-1-16
Virginia Dela Vega	1419 E 7th	N.C. 91950 (619) 717-4458	3-1-16
Eva Fuelle	38 South Drexel Ave	N.C. 91950 619-339-2087	3-4-11
TOPACIO	228 PALM AVE	N.C. 91950 (619) 996-9057	3-4-11
Marcelyn Duke	1001 E 2 nd St	N.C. 91950 619-249-1381	3-4-11
Guy Wright	1632 Gamma St	N.C. 91950 619-715-1428	3-4-11

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Public Correspondence received in opposition to Gama Produce CUP application.

- **Letter and petition from National City Apostolic Assemble of the Faith in Jesus Christ church (54 signatures)**
- **11 letters of opposition from community members**
- **Petition in opposition (partial version attached to staff report) – 168 signatures**



125 Palm Avenue
National City, CA 91950
Office: (619) 474-5643
Senior Pastor: Misael Zaragoza



I am humbled to stand before the distinguished members of The National City Planning Commission, community leaders and fellow citizens. As a representative of my local church congregation: *Christian Center of National City*, I speak on behalf of our membership, ministerial body and council of pastors. Since 1962, our church has been a productive member of this beautiful National City community. Through the years as National City has grown, we too have grown. Presently our congregation is over 600 members strong; many of whom are filled with a deep passion to see positive change occur within their community. The health and well-being of our community is important to us.

As a congregation we have united together to oppose the *Conditional Use Permit for Beer and Wine Sales at Gama Produce*. We contest that our community is already struggling heavily with substance and alcohol abuse; the inclusion of an additional alcohol distribution location will only exasperate an already delicate situation. Since October 2015, there has been over 145 alcohol related crimes all within a one-mile radius of our local congregation at 125 Palm Avenue, National City, CA. Our Church property and Senior Center apartments are both one-minute-walks from two businesses that distribute alcohol: Alotta's Cocktails and Ranch House Liquor. Both occupy corners on the East 4th Street/Palm Avenue intersection. If Gama Produce is allowed its license, we would have 3 of the 4 corners on the East 4th Street/Palm Avenue intersection distributing alcohol.

As citizens who love National City, we are concerned with the prospect of having our civic leaders permit an additional alcohol permit in an area that is less than one mile from two elementary schools (El Toyon Elementary and Rancho de la Nación Elementary), one public park, a public hospital, as well as being less than one minute away from the Interstate 805 onramp.

In response to the heavy sale of alcohol, members of our church as well as residents from our church Senior Center have been discouraged from patronizing businesses on the East 4th Street/Palm Avenue intersection. We now provide nutritious snacks and beverages—at no cost—to our children to ensure that they do not patronize any establishment that participates in the deterioration of our community. Although this comes at a financial costs to our church, we feel that it is a small cost when compared to the long term benefits of an alcohol free community.

In 2003 we were proud to establish Integrity Charter School on our local church property as a means to provide quality education for the underserved in National City. It was the first charter school approved in National City, California. Unfortunately due to the close proximity to alcohol distribution as well as the higher crime-rates associated with alcohol use, it was deemed necessary to move to National City Boulevard.

It is discouraging for us to have to take such measures to protect our children from the heavy distribution of alcohol so close to our place of worship. When we heard the possibility of another alcohol license was being considered our congregation was moved to act. We are absolutely opposed to the *Conditional Use Permit* and hope that you make an honest effort to consider our concerns. As a testament of our disapproval, we respectfully submit a petition signed by our membership in opposition to the proposed alcohol permit.

The Christian Center of National City is proud to support our community. Thank-you for giving us this opportunity to voice our concerns.


SENIOR PASTOR

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Felix A. Parra Jr.	306 Palm Ave.	Apt. 20, 91950 692549016	4/30/16
Seheena Zargosyan	125 Palm Ave	NATL CITY 91950 474-5643	4/30/16
Mary Rodriguez	125 Palm Ave	NATL CITY 91950 474-5643	4-30-16
José A. Carrillo	306 palm Ave	N.C. 91950	4/30/16
Pehi River	306 Palm ave.	N.C. 91950	4/30/16
Lupita Ortiz	202 Palm ave	N.C. 91950	5-1-16
Janett A. Niza	125 palm ave.	National City 91950.	5-1-16
Rebekah Barron	306 Palm Ave.	#2 N. C. City.	4/27/16
Vanessa Cruz	1530, E 20 th St.	National City CA, 91950	5-1-2016
Abraham Contreras	306 Palm ave ap. #5	Nat. City Ca, 91950	5-1-16
Egther Rodriguez	306 Palm Ave.	#15 N.C. CA, 91950	4-27-16
Larry Rodriguez	306 Palm Ave.	#9 N.C. CA.	9/15/16
Juan Barron	306 Palm Ave.	#2 N.C. CA 91950	5/1/16

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Chen H.	306 Palm Ave N.C.		May 1/16
Ying O - Valenzuela	242 palm Ave. N.C.		05-01-2016
	125 Palm Ave. N.C. CA 91950		5-1-16
Rosul Pacheco	1740 E 4th NC, Ca. 9195		5-1-16
Luis Pacheco	924 E 15th St NC	71932	5-01-16
Elías Escamilla	924 E 15th St N.C. 91950		5-1-16
Teresa Rodriguez	366 Palm Ave H9 N.C. C.		5-01-16
Guadalupe Escamilla	924 E 15th. N. City Cal.		5-01-16
Marina Contreras	306 Palm Ave apt 5 N. City Ca. 91950		5/1/16
Ruben D. Contreras	306 palm Ave. apt 5 N. City Ca. 91950		
Diana Alcaraz	816 E Ave. National City Ca. 91950		
Caplan Arka	1216 E. Ave National City, ca. 91950		5/1/16
E. Lorenz RIVER	3423 Stockman St. National City		91950

Total this page = 17

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Dorene Cerrato Domencato	144 S. Habison Ave National City, CA		5/11/16
Arturo L. Cervat	144 S Harbor Dr National City, CA		5-1-16
Margarita Vazquez	306 palm Ave #13 National City		5-01-16
Erismia Silva	306 palm Ave #18 National City		5-01-16
Felicia Ramirez	1922 C AVE NATIONAL CITY CA		9/19/50
Mrs S. Bongo	5680 Division St San Diego		9-21-13 5-0-16
Felipe Ramirez Felipe Ramirez	1922 "C" Ave National City CA		91950 5/1/16
Lucia Parra Parra	8249 Wamwood Ave National City		CA 91950 5/1/16
Olivia Gamara	701 National City Blvd. National City CA		91950 5-1-16
Olivia Kelly	306 Palm Ave #18 National City CA		9/19/50 5-1-16
Abraham Benitez	2308 L ave National City CA		91950 5/1/16
Martina Olvera	306 palm Ave #20 National City CA		91950 5-1-16
	306 Palm Ave #17 National City, CA		9/19/50 MAY-2016

Total this page = 17
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We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Maria Gunn	1630 E. 20 th St. National City CA, 91950		5/01/16
Jose Contreras	105 Palm Ave. N.C. CA 91950		May 1, 2016
Jose Contreras	1530 E. 20 th St N.C. CA 91950		5/01-16
Jose Contreras	306 Palm Avenue #1 National City CA 91950		5/1/16
JOCELYN GARCIA	306 Palm Ave Apt #4 National City, CA, 91950		
JOSE GARCIA	306 PALM AVE #6 NATIONAL CITY CA 91950		5-1-16
Rosa Sanchez	306 Palm Ave #7 N. City, Ca. 91950		MAY 1, 16
Allice Mercedes	306 Palm Ave #8 N. City Calif 91950		
Leo Pons	306 Palm Ave #3 N.C. CA 91950		5/01/16
Israel Contreras	306 Palm Ave #5 National City CA 91950		5/1/16
Ruben Jr Contreras	306 Palm Ave apt #5 Nat.C. Cal. 91950		5/1/16

Total this page = 14
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We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

[illegible]

Total this page =

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Roger Meluchi
705 Palm Ave
National City CA 91950

Dear Planning Committee

I oppose the beer and wine for come produce
because it will change the area from a
neighbor friendly community. Our kids do not need to see
beer and wine in every ~~store~~ store they go into.

Sincerely

~~Roger~~ Roger Meluchi

GARY BERLINGUETTE
535 PALM AVE

NATIONAL CITY PLANNING COMMITTEE

DEAR PLANNING COMMITTEE,

I OPPOSE THE BEER AND WINE LINGSE
FOR GAMA PRODUCE BECAUSE IT WILL
MAKE THE AREA NOT SAFE FOR THE AREA
WE ALREADY HAVE TOO MUCH CRIME IN
THE AREA, WE DO NOT NEED MORE
BEER AND WINE STORES.

Gary Berlinguette

Mendoza, Ramon

1705 E 5TH ST. NATIONAL CITY, CA. 92150

DEAR PLANNING COMMITTEE

I oppose THE BEER AND WINE
LICENSE FOR GAMA PRODUCE. WE
ALREADY HAVE TOO MANY BEER AND
WINE LICENSE IN THE AREA. WE DO
NOT NEED ANY MORE

Sincerely yours

Ramon Mendoza

Frederic Hamada
135 Laurel St. Apt. 15
National City, CA. 91950

National City Planning Committee:

Dear Planning Committee,

I oppose the Beer and Wine License for Gamma Produce because it will make the area not safe for the kids. We already have too much crime in the area. We do not need more beer and wine stores.

Sincerely,

~~Frederic~~ Hamada

Israel Diaz

331-50-Kenton Ave.

National City Ca 91950

I oppose The beer and wine License to Gamz
Produce. We already have To many beer and
Wine License in The area. We do not need
Any More

Israel Diaz

JOUEL DAMASO

930 E. 4TH ST.

NATIONAL CITY, CA 91950

DEAR PLANNING COMMITTEE,

I OPPOSE THE BEER AND WINE LICENSE FOR
GAMA PROPOSAL BECAUSE IT WILL MAKE THE
AREA NOT SAFE FOR THE KIDS. WE ALREADY
HAVE TOO MUCH CRIME IN THE AREA. WE DO
NOT NEED MORE BEER & WINE STORES.

SINCERELY YOURS,

Joel Damaso

CHRIS ROSAS
1726 East 5th
NATE, CITY CA 91950

Dear Planning Committee

I oppose the Beer and Wine Licence for GAMMA
PRODUCE BECAUSE IT WILL ~~BE~~ MAKE THE AREA
NOT SAFE FOR THE KIDS. WE ALREADY HAVE TOO
MUCH CRIME IN THE AREA. WE DO NOT NEED
MORE BEER AND WINE STORES

Sincerely yours

Chris

Darwin Martinez
114 Norton Ave.
National City CA. 91950

Dear Planning Committee.

I Oppose the beer and wine license for Gamma
Produce. We already have so many beer and
wine license in the area. We do not need anymore.

Sincerely,

Darwin Martinez

Darlene Wilder
1844 E. 5th St
Richmond City, Arkansas

Dear Planning Committee,

I oppose the beer and wine for Gamma produce
because I think it will bring more crime to the
area. It took a long time to clean up the
area and make it safe, this will change
all the hard work this community has
done.

Sincerely,

Darlene Wilder

JOHN MORALES

431 SO. T AVE
NATIONAL CITY CA 91950

DEAR PLANNING COMMITTEE,
I OPPOSE THE BEER & WINE
LICENSE FOR GAMA PRODUCE
BECAUSE OF IT WILL MAKE THE
AREA NOT SAFE FOR THE KIDS,
WE ALREADY HAVE TOO MUCH
CRIME IN THE AREA, WE DO
NOT NEED MORE BEER & WINE
STORES

SINCERELY

Mr. John Morales

National City Planning Committee:

My Name is Charleen B. King. I live at 223 East 3rd Street in National City. My home Phone Number is 292-1432. I am writing this letter because I can not be at the meeting on 5/2/2016. I Fell last week and I am not strong enough to come.

My Family and I have been living in National City for most of my life. My late husband (Frank) and I are very active in the Community. For those of you that do not know me My late husband and I started the Christmas bike and toy Drive. Our Program is so big we make the news every year! For many years now, we have given out thousands of Bikes and toys to the kids of National City. We care a lot about this Community and the kids; that is why I oppose the Gamers Produce beer & wine license. This Community does not need any more beer & wine stores. This will not be safe for our Community. Our kids do not need to see beer, wine, tobacco, lottery, liquor at every single store and at every corner store in National City. We need to think about our kids and this Community.

Again, I wanted to come to the meeting, but I hope this letter will count toward my opposition!!

Charleen King

223 E 3rd ST. NC

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
DARWIN MARTINEZ	114 NORTON AVE. NATIONAL CITY CA 91950	(619) 206-4661	2-15-16
EDDIE PRINCE	1730 LA PASADENA ST. N.C., CA 91950	619 947 9123	2/15/2016
JAMES R. DIMAS	1730 LA PASADENA ST. N.C., CA 91950	(619) 419-6884	3/15/16
LARRY MENDOZA	1705 15TH ST. NATIONAL CITY 91950	(619) 372-2884	2/15/16
Harold Branch	334 South Clairmont Ave National City 91950	619 459 9980	2/15/16
JOSUE DARRAZO	930 E. 4th St. NATIONAL CITY, 91950	(619) 259-8545	2-16-16
CHARLES KING	CHARLES KING 223 E 3rd St. N.C.	292-1432	2/16/16
STEVE LUNAS	110 S DELMONT AVE. NATIONAL CITY CA 91950	(619) 848-0977	2/16/16
MIKE Sweetman	1574 E 7th St Nat City 91950	619 507 9410	2-16-2016
DAVID HALL	116 PALMA AVE #14 NATIONAL CITY 91950	619-323-3888	2-16-16
MIKE MARTINEZ	709 M AVE. NATL. CITY, CA 91950	619 477 3710	2/16/16

Total this page = 11 Page 1 of 1

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Israel Diaz Samuel Diaz	331-5000000000 National City CA 91950	619-933-2046	2/17/16
Fred Hernandez	125 Laurel St Apt 115 National City CA 91910	619-948-8670	2/17/16
Thomas Hunt	1510 E 4th St National City CA 91950	918-883-459	2-17-16
Heslie Solbreck	1531 E 6TH ST National City CA 91950	2/14/2016	
Enrique Gonzalez	420 L Ave Universal City CA 91480	2/17/2016	619-477-758
RONEN DIXON	2621 E 26th St National City, CA 91910	2/17/16	
Felipe Rios Felipe Rios	418-M 1st National City CA 91950	217-16 858-2437	580
MIKE LADLEY Mike Ladley	138 NORTON AVE NATIONAL CITY CA 91950	619-677-9520	2/17/16
Jeremy Serrano	1709 BETH ST. NATIONAL CITY CA 91950	619-840-2063	2-17-16
Lola Garcia	223 Norton Ave N.C. 91950	619-804-9712	-02-17-16
STEVE ESUNA	2833 E 8th St N.C. 91950	619-479-8833	2-17-16
STEVEN CLARK	8017 E 5th St N.C. 91950	(619) 838-4442	2-17-16
GEORGE K GATES	946 N A #27 NC 91950	(619-888-3869	2-17-16

Total this page = 13 Page 2 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Garza Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
<i>Heitor Lopez</i>	<i>203 Laurel Ave #24 N.C. CA 91950</i>	<i>(619) 499-9561</i>	<i>2/17/16</i>
<i>Jessie T. Smith</i>	<i>235 E P Street Napa CA 94550</i>		<i>2/18/16</i>
<i>TED DUNN</i>	<i>2219 E 1st N.C. 91950</i>	<i>479-5245</i>	<i>2/18/16</i>
<i>George Romero</i>	<i>203 Laurel Ave #25 N.C. 91950</i>	<i>800-5840</i>	<i>2/18/16</i>
<i>PLACIDA BARTISTA</i>	<i>2921 E 11th ST N.T. CITY CA 91930</i>	<i>(619) 483-4939</i>	<i>2/18/16</i>
<i>Cantela Oscar</i>	<i>116 Palm Ave Apt #18 National City 91950</i>	<i>713-3004</i>	<i>2/18/16</i>
<i>Diana Chapin</i>	<i>32 Laurel Ave National City 91950</i>		<i>2/18/16</i>
<i>DIOSDADO D CANALES</i>	<i>910 Euclid Ave NATIONAL CITY 91950</i>	<i>861-1353</i>	
<i>MARY WOLFE</i>	<i>3107 E. 18th ST. NATIONAL CITY 91950</i>	<i>619-512-7288</i>	<i>2/18/16</i>
<i>Maria Jose Morgan</i>	<i>1601 E 18th ST. NATIONAL CITY, CA 91950</i>	<i>(619) 385-3337</i>	<i>2/18/16</i>
<i>Mary F. Sanchez</i>	<i>535 PALM AVE NATIONAL CITY CA 91950</i>	<i>619-912-1706</i>	<i>2/18/16</i>

We, the undersigned, are residence and/or work in National City, California. We have been made aware that Gamma Produce and/or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
ROBERT S. SARA <i>Chas Ross</i>	125 N. U. Ave. National City, CA 91950	719-501-1619-253-5000	2/18/16
<i>Chas Ross</i>	1726 EAST 5th ST National City, CA 91950	619-764-0502	2/18/16
<i>Francisco Ruiz</i>	1504 E. 1st St. N.C. CA. 91950	619-501-4235	2/10/16
DAVID NIETO <i>Daniel Nieto</i>	420#6 Q ST. N.C. CA. 91950		2/10/16
<i>Francisco Nieto</i>	2881 MARIPOSA ST. N.C. 91950	619-618-9280	2/18/16
<i>Danny Drake</i>	1774 Roosevelt Ave N.C. 91950	619-247-2848	2-18-16
<i>Joe Medina</i>	7405 Palm Ave National City, CA 91950	619-577-8223	2/18/16
<i>Ron ARMS</i>	535 Palm Ave N.C. 91950	619 394 9558	2/18/16
<i>Joan Lopez</i>	635 CA AVE N.C. 91950	(619) 736-2662	2/18/16
<i>Alberto Pimentel</i>	733 J AVE N.C. 91950	(619) 486-1859	02/18/16
<i>Jessica Leano</i>	425 Palm Ave N.C. 91950	(619) 273-1508	02/18/16
<i>Victor Ramos</i>	203 Newton Ave N.C. 91950	(619) 791-3783	02/18/16
<i>JOSHUA T. CREVE</i>	501 RACHAEL AVE. N.C. 91950	(619) 475-3784	2/18/16

Total this page = 13 Page 4 of

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Arturo Sanchez	1332 E 5th St. N.C. 91950	619-408-2767	2/19/16
William T. Young	48 Irving Ave N/C	CA 91950 619 470-0811	2/19/16
Down Morales	431 SO TAVE N.C. 91950	619 674 4895	2/19/16
Tom Copper	120 Jo. Henson N.C. 91950	619 476 8362	2/19/16
JACK DUKE	1000 E. 2nd St N.C. 91950	619-993-5491	2/19/16
Barbara	1705 E 5th St. National City, CA	91950 619-773-3519	2/19/16
Charles Lee	1319 E 5th National City, CA	91950 619-272-3145	2/19/16
James	1319 E 5th National City, CA	91950 619-955-9620	2/19/16
James Dean	1319 E 5th National City, CA	91950 619-955-9620	2/19/16
James	208 Palm Ave. N.C. 91950	619-434-1346	2/19/16
James	116 Palm Ave #5 N.C. 91950	619-577-5323	2/19/16
Michelle	305 E 5th National City, CA	91950 755-6826	2/19/16
James	2510 E 5th St N.C. 91950	619 571-5812	2/19/16

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Linton Wiles	879 Plaza Carmanas Wy		2/20/16
Patricia McDaniel	2229 East 4th Ave	919 50	2/20/16
LARRY WATKINS	70 S. KENTON AVE. NC 91950	619 267 9030	2/20/16
Jennifer Swope	2324 PAUL AVE NATIONAL CITY CA 91950	(619) 751 1604	2/20/16
Julio Gamboa	10346 East 4th St. NC 91950	619 626 2571	2/20/16
CARMEN FIGUEROA	1114 LAUREL AVE. NATIONAL CITY 91950	619 368 7124	2/20/16
ROLAND GONZALEZ	100 LAUREL AVE NATIONAL CITY 91950	619 287-7703	2/24/16
Adrian Alvarado	1114 Laurel Ave Nat. City 91950	619 768 7124	2/20/16
Isaac S. Davis	205 Norton Ave Apt. B. NC 91950	607 7913 93	2/20/16
Sonya Gomez	526 'L' Ave NC 91950	619-508-9800	2/20/16
Luis Navarro	1459 E. 1st Street Nat City	919 50 6019	6-21-95
Monica Mcneese	1420 E. 5th St. NC 91950	619-443-3719	2/20/16
Andrea Hernandez	205 Norton Ave NC 91950	619-732-2849	2/20/16
FRANK ROBLES	1648 7th St NC 91950	(619) 765-9755	2/20/16

Total this page = 14

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We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Trina Packard	238 Palm ave. NC 91950	(619) 249-2712	2/20/16
Rebecca G. Santos	910 Buckle Ave. #134 National City CA 91950	(619) 861-0822	2/20/16
Evelyn Johnson	1531 East 6th St National City CA 91950	(619) 477-0824	2/21/16
Richard G Aguero	320 Norton Ave. National City CA 91950	(619) 477-9237	2/21/16
Rebecca Lopez	4114 Ave. N.C. 91950		2/21/16
David Nelson	1038 E. 2nd St. N.C. 91950	259-3701	2/21/16
DARA CHION	1121 PALM AVE NAT. 91950	213-2939	2/22/16
Lana Santoyo	325 1/2 Norton Ave. N.C., CA 91950	619-477-1019	02/24/16
Ross Gaffney	1723 Delta St N.C. CA 91950	619-884-4106	2/22/16
Roberto Hernandez	205 Norton ave apt A N.C. (619) 634-00-31		2/23/16
Marlynn Brown	238 Palm Ave. NC 91950	(619) 261-3181	2/23/16
Gina Edmondson	4202 Ave. #6 NC 91950	(619) 390-2323	2/23/16
Nicotina Spasara	1604 E 4th St N.C., CA 91950	619-477-0212	2/23/16

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We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
PERRY JAVENGA	439 PALM AVE, NC	91950 323-535-8146	2/3
MICHAEL GARDNER	640 M AVE DE CALF	91950 619 512-7688	Feb 16
Dore Thine	1370 S 50 St	91950 916 756 7338	2/3
Miguel Mayordano	1114 east 5th st.	N.C. CA. 91950 - 791-4140	2/16/16
Jaime Lopez	3221 NATIONAL CITY BLVD SPC 71	N.C. CA. 91950 619 307 3398	02/23/16
Hector Arana	1308 E 4th street National City	91950 619 496 1430	2/23/16
FRANK CRESTIK	2415 E 2ND ST. NATIONAL	917Y 91950 619-267-9351	2-24-16
Hilary Morrison	1434 E. 7th St. NC	CA 91950 619 962 4030	2/24/16
LOIS ESTRADA TR	708 M AVE NC NATIONAL CITY	CA 91950 (619) 929-1780	2/24/16
Socorro Gonzalez	1344 EAST 6th St N.C.	CA 91950 (619) 581-2622	2/24/16
Armando Ramez	205 Norton ave N.C.	CA 91950 (619) 586-2406	2/24/16
JOSE ALBERTO SOTO	1410 EDWARDS ST N.C.	91950 619 791 0435	2-24-16
ROBERTO RIVERA	3505 PACEY BLVD N.C.	91950 (619) 301-2086	2/25/16

Total this page = 13

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NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Gilbert A. Pimentel	430 Thebma Way, N.C., CA 91950	858-361-4432	2/22/16
Rene Oranget	1905 L AVE N.C. CA 91950 (W)	2594286	2/22/16
Andres Fuentes	1441 E 5th St N.C. CA 91950	619-666-8665	2/23/16
David Torres	3840 Peach Blossom St N.C. 91950	619-253-6597	2/23/16
Dennys Lopez	1319 East 5 th St N.C. 91950	619-224-1540	2/28/16
NIMFA F. ARDI	827 Palm Ave. N.C. 91910	619-222-2837	2/29/16
Jorge Ortiz	2032 E 4th St N.C. 91950	(619)206-8787	2-29-16
Christian Michor	2222 East 5th Street National City CA 91950	(619)382-0172	2/29/16
Renee Triguero	2040 E 5th St N.C. 91950	619 274 7984	2/29/16
Rafael S. Courtney	608 K Avenue National City	919 50	2/29/16
Ricardo Vivas	1634 E 4th St N.C. CA 91950	(619) 831-7087	2/29/16
Lana Edwin	705 Palm Ave. N.C. CA 91950	(619) 900-8292	2/29/16
Senancio Tano	705 PALM AVE. N.C. CA 91950	(619) 900-8292	2/29/16

Total this page = 13 Page 9 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Leanne Wickham-Wick	1339 Division St.	N.C. 91950 (619) 316 5608	3-1-16
6015 GRAD EMBANK	1339 DIVISION ST. N.C.	91950 619-264-7318	3/1/16
Becky Barron	306 Palm Ave National City, CA	91950 619-474-5283	3-1-16
Russell Fisman	1114 L Ave N.C. 91950	619-474-0167	3-1-16
Sam Provenzano	416 Palm Ave N.C.	91950 619-718-1100	3/1/16
Gilbert A. Candeen	1405 E Division St. N.C.	91950 619-779-0567	3-3-16
Richard M. DeBartolo	2646 E. 5th St. N.C.	91950 8-5-16	
Virginia Delao	1419 E 7th N.C. 91950	(619) 717-4458	3-4-16
Eva Fuelle	38 South Drexel Ave N.C. 91950	619-339-2087	3-4-16
GREG TOPACIO	228 PALM N.E. N.C. 91950	(619) 796-9057	3/4/16
Marcelyn Duke	1000 E 2nd St N.C. 91950	619-249-1801	
Guy Wright	1632 Gamma St N.C. 91950	619 715 1428	3/4/16

Total this page = 12 Page 10 of

13 We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Juanita Preciado	280 W. M. Ave NC	91950	3/06/16
Alexi Andraica	502 S. Tavenue NC	91950 713-8862 (619)	3/6/216
Charles Miranda	502 S T Avenue NC	91950 619-534-0889	3/6/16
Denis Andraica	502 S. T Avenue NC	91950 (619) 765-9492	3/6/16
Darlene Valdez	321 E. 2nd St. NC	91950 619-931-8650	3/6/16
Vicente Diaz	2704 E 18th St NC	91950 (619) 581-3782	3/7/16
Alicia Garcia	409 L Ave N.C.	Ca 91950 619-931-9633	3/7/16
Christen Gonzalez	1604 E. 4th St NC	Ca. 91950 (619) 889-0263	3/3/16
Marcos Castro	206 Palm Av. Apt #11 NC	Ca. 91950 (619) 4546729	3/8/16
Sonia Garibay	6229 R Ave N.C.A.	91950 619-931-3171	3/9/16
JOAQUIN HOS	205 WORT. AV. A.P.P	91950 619 931 4015	3/21/16
Mario Silva	4127 E 4th St San Diego Ca	NATIONAL CITY (619) 789-8510	3/9/16
STEPHEN S LUNA	7102 E 3RD St Apt. B.	NATIONAL CITY 91950	3/27/16

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Total this page = 13

7809
3/19/16

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
ALPES ARIAN	541 V AVE N.C 91950	(619) 799-8778	3/10/16
Mari Miller	5260th NC 91950	619 633-6020	3/16
Cijirnera	1001 P AVE NC 91950	(619) 552-5380	3/10/16
ANA JAMES - Cuba	405 Rachel Ave. NC 91950	(619) 207-1592	3/16/16
Marissa Miller	1720 E 4th St NC 91950	(619) 596-3224	3/16/16
MARION MILLER	1720 E 4th St NC 91950	(619) 496-3224	3/10/16
S Farky	920 C Ave NC 91950	(619) 932-9208	3/10/16
Bennie Womble	114 L Ave NC 91950	(619) 476-167	3/19/16
Sueleen Mottley	419 palm st National city 91950	(858) 352-3813	3/19/16
Scan Armstrong	203 Laurel National City 91950	(619) 748-9988	3/16/16
STEVEN LARA	141 NORTON AVE NATL CITY, CA 91950	(619) 772-0190	3/24/16
VERONICA LARA	141 NORTON AVE NATL CITY, CA 91950	(619) 772-0014	3/24/16
<i>26</i>			

Total this page = 12 of 12

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Oscar Villalobos	505 Palm ave	NC 91950 (619) 55416190	03/23/16
Jose Villalobos	505 Palm ave	NC 91950 (619) 7230167	03/23/16
COS STAINES	2304 E DIVISIA	NC 91950 (619) 473-0426	2/23/16
IVA CASTRO	6351 SOUTH T AVE	NC 91950 (619) 24517471	2/23/16
Lose Delacruz	512 Rive N.C.	91950 (619) 831-7943	3/23/16
JOSEPH KINGS	405 S V AVE	NC 91950 (554) 387-2000	3/23/16
RECE FOUNTAIN	629 R. AVE.	NATIONAL CITY, CA 91950 (619) 951-997	(5-26-16)
WILFRIDO AMARIS	2512 FENTON PL.	NATIONAL CITY CA. 91950	3/23/16
Natalie Limbaga	1921 E DIVISIA ST.	N.C. 91950 (619) 2877369	3/23/16

Total this page = 10 Page 13 of

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Chas. L. Brown	1635 S. 1st St., N. A. C.	91950	2/16/16
John A. A. A.	2711 N. 1st St., N. A. C.	91950	2/16/16
John A. A. A.	1626 - E - 8th St., N. A. C.	91950	2/16/16
John A. A. A.	2634 E. 8th St.	91950	2/16/16
John A. A. A.	705 Palm Ave.	91950	2/16/16
Ramon Gonzalez	1626 - E - 8th St., N. A. C.	91950	2/16/16
Annabelle C. Brown	1626 - E - 8th St., N. A. C.	91950	2/16/16

Total this page = 7

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Public Correspondence received in support of Gama Produce CUP application.

- Letter and petition from business owner (144 signatures)
- Letter of support from Chamber of Commerce
- Letter of Support from California National Guard



GAMA PRODUCE

1605 E. 14th St. National City, CA 91950

619-477-2374

Dear Planning Commission of National City,

I would like to submit letter as a rebuttal to the statement of local store owner Robert Zakar, which was submitted in opposition of a Conditional Use Permit for Gama Produce.

Within the opposition letter submitted to you, it states multiple times in regard to the CUP, "Current census tract is over saturated." (Ref #1) I would like to state that these CUP's were approved by the Planning Commission and seem to be the focus of his opposition. This leads me along with other statements in the opposition letter to believe this is not an outcry to for safety and security, nor the welfare of the local area, but a direct attempt to keep Ranch House Liquor sales up as allowing a CUP for Gama Produce could possibly be a threat to his sales of beer and wine.

In addition the opposition letter states there are multiple schools, churches and other civic locations in the area that would be influenced by the granting of a CUP to Gama Produce. (Ref. #3) Ranch House Liquor is directly across the street from Gama Produce and provides a large selection of beer, wine, cigarettes and liquor. For the approximate twenty years Ranch House Liquor has been in business this has not come up as a local concern. Again this provides evidence, the concern is not for the local area but the threat of competitive sales.

With any location that serves alcohol or other vices, there is the potential for crime. In the opposition letter it states, "Crime is sure to increase as a result of an additional alcohol license being issued." (Ref #3 subsection 7) Again Ranch House Liquor has sold more alcohol and vices than Gama Produce is proposing to sell. There is no factual evidence supporting a claim that a citizen buying a beer 100 feet away from an already vetted liquor store would suddenly increase the crime rate to a staggering proportion as to directly contribute to the degradation of society. Weather a citizen buys a beer or bottle of wine at Gama Produce or across the street at Ranch House Liquor would not increase the crime rate that is already existing.

Within the letter there is multiple statements repeating the points there is an over saturation of liquor stores in the area and it is too close to schools and local civic areas. In addition the letter states the reason for denial should be due to the square footage and prior sales advertisements of Gama Produce. I can firmly state it is not my intention to sell the location as I have hope to pass the business onto my daughters after they graduate college. In addition it is not my intention to create a business around wine and beer but only to supplement the income to the stores sales and provide additional service to my customers.

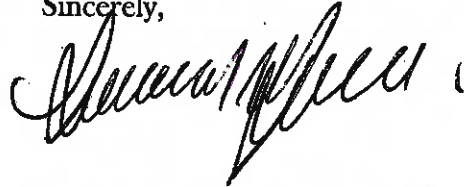
The sales of beer and wine do not do anything but provide a possible loss of sales to Mr. Zakar at Ranch House Liquor which I personally feel is the sole reason for the petition to deny the CUP. This directly contradicts the point of a free business society. To deny ones right to earn a living due to the fear of loss of revenue goes against everything small business owners fight for. In addition small business such as Gama Produce thrive on completion and customer loyalty. I have time and again proven I am an upstanding business owner with a morale background, through the choice not to sell tobacco products and good relationships I have with the surrounding area to include the National Guard who comprise a large bulk of my sales each month.

For seventeen years I have owned and operated Gama Produce each day arriving on time and closing after the last customer without incident. I have supplied the local area with outstanding produce and meat as well as daily product needs. In today's economy is paramount for a small business owner to expand and grow allowing for better service to the community and its citizens.

I am sorry Mr. Zakar and Ranch House Liquor feel I am attempting to take sales away from them, however that is not my intent in any fashion. It is solely to provide better service to my customers and allow my business to grow and make more revenue through a small wine and beer inventory addition, thereby helping to keep my business afloat.

If you have any questions or issues please visit our website at www.GamaProduce.vpweb.com or contact Susana at GamaProduce@outlook.com

Sincerely,



Susana Maza

Owner Gama Produce

SUBJECT

ALL this Signatures are from my
 Customers who support me to get the license
 to sale Beer and Wine. at 1605 E. 4th St.

DATE

Feb 24, 2016

Gabriela Mancha (National City)

Oscar Mancha (National City)

Maria Ybarra (National City)

Marianne Mancha (Oceanside)

OLIVIA RODRIGUEZ National City

Daniel Garcia National City

Raul Cano National City

Venecia Colmanio National City

MONICA Contreras Chula Vista

Jonathan Esilio 5477 San Onofre Terrace NA

Michael Mina National City

Sylvia Castaneda, 1134 Delta St. N.C. 91950

Ericka Lopez 421 Rave National City CA 91950

for ~~John~~ 5028 Pelusa St. San Diego CA 92113

ROSA JARAMILLO 4866 Logan ave apt. 201. S.D.

619-408-9206

Cynthia Torpion 4261 Logan Ave. San Diego

Miraidy Diaz 14 N DREXEL AVENIDA NATIONAL CITY

Manuel Arredondo

13 Nort Clermont. National City 91950

Fred Taylor National City

JAVIER VALEZ VILLO NATIONAL CITY

Moises Casas National City

Crisoforo Gutierrez National City

Crisoforo Gutierrez 271 53 Rd St
 San Diego ca. 92114

1704 E 7th St National City

Gustavo Cruz

Linda Mendoza

85 Monte Vista CV. CA. 91910

Alberto Santacruz 1005 Carlsbad Ch.

San Diego, CA.

NAME	ADDRESS	NUMBERS
Nicolina Sposaro	1604 E 4th St	619-477-0212
Manuel Sotom	404 PAlm AVE	619-670-0673
Nicki Mike	404 Palm av.	619-474-3000
CHARLOS MORENO	1705 E 5 ST NC.	11619 3814029
Eduardo Rivera	1045 Woodlawn Ave Chula Vista CA	(619) 713-3149
Janet Rivera	1045 Woodlawn Ave, Chula Vista	(619) 508-3984
Monica Patterson	541 Davidson St Chula Vista	(619) 811-4772
HILBERTO MANTUZA	950 EAST J STREET SAN DIEGO CA	619 571 1414
Majana Joe	303 PALM AVE.	(619) 336 2919
JOSE SANDA	8441 Regulo Place	619 082800
Madden Monica	1214 MARLINE AVE	(619) 4904610
ROGERA, ALAN	3225 NEWBERRY ST.	619 851 3317
Erica Saidana	8205 WILLOW AVE NISH CA 92081	760-670-8269
Reggie Garcia	1740 E. 4th St.	(619) 618-5991
HENRY MARQUEZ	2845 Cavifield Dr.	619-540-3389
Knepper Rebecca	135 S AFTON DR.	619-672-0449
WILLIAM KATHLYN	8350 Arlingdale Way	(619) 548-8221
Hara, Ernesto	138 Perov St.	(424) 703-1188
FANES, MANUEL	4541 ALTACONA AVE	(619) 587-0781
Isaias Duran	649 Via La Cuesta, Chula Vista CA 91913	(619) 862-4799
ECHOVERRIA, LUIS	649 Via La Cuesta, Chula Vista CA 91913	(619) 438-8122
Cynthia Standiffr	1401 East 1st Street NCA 91910	619 277-9704
Sabat YOUNG	1619 8TH ST N/C	619-388-9655
Doc. Tony	619 8TH ST N.C	619-218-7717
Vanessa Maza	301 Norton Ave Apt 6 N.C	(619) 763-5295
Paige Robinson	386 Dairy Ave Imperial Beach CA	(619) 392-3267
Abel Garcia	8526 Q Ave Metairie City	619 1846-7852
Baudelio Rivera	3881 Birch St Apt #A	(619) 799 3071
VICTORINO BAHENA	2110 E 8th St NA CA	(619) 372-3909
Sandra Jaime	3428 Tolas Ct National City CA 91950	(619) 817-5101-
Edwin Camacho	135 Laurel Ave National City	(619) 253-8351
Tring Packard	238 Palm Ave 91950	(619) 761-3161
Blanca Sanchez	993 Bureas Rd Pl San Diego CA 92154	(619) 646 8513
Rodrigo Jimenez	227 Norton Ave Apt D N.C 91950	(619) 900-5205
Ulises Cruz	138 Norton Ave Apt #6 91950	619 250 7338
JOSE VELEZ	473 Broadview St	619 805-7804
Luis Navarro	1459 E 1st St National City CA 91950	

Laura Zarate
1316 Roselawn St
National City CA 91950

Julio Ramirez
2436 Adirondack Row Unit 4
San Diego CA 92139

2039 L ave # 24
National City Ca. 91950
Salvador Telaya.

H. BACA
NATIONAL CITY, CA

Bernabe Cortes S.
203 Laurel ave. AP. # 62
National city CA.

Elias Sanchez
2136 S Lanaitan Ave
National city CA 91950
NATIONAL CITY 02317 92139
Jesus Garcia.

2727 Boston ave
San Diego CA

Ricardo Rodriguez
Jose Beltran (619) 572-0196

Large Paper
305 Norton Ave. National City CA, 91950

Scorio Rodriguez

1741 la pasada St National City CA-91950

RAUL MEDINA

535 SOUTH T. AVE NATIONAL CITY, CA. 91950

①

Jimmy Solman

335 LAUREL AVE APT #15 NATIONAL CITY

②

Janeth Rodriguez

817 Eta St Apt 3104 National City 91950.

③

~~1640~~ Gilberto Lembrino

1740-4th ST APT 9-
NATIONAL CITY - CA - 91950

4

Adriana Jimenez

9447 Paraiso Ct
National City Ca.
91950

Maria Jimenez

5

1848 S 43rd St
San Diego 92113

6

RODRIGO JIMENEZ

227-NORTON AVE APT. D.
NATIONAL CITY CAL 91950

7

Laura Blanca Ochoa

614 Hilang Ave
National City Ca. 91939 91950

8

Nataly Torales, Francisco Salazar

1710 E 4th St #2
National City, CA, 91950.

9

Emilio Moroy

1504 E 1st St. National City Ca 91950

- 20 Esmeralda Solano
203 Laurel Av 83#
National City CA 91950
- 21 Miriam Torres
203 Laurel Av 15
National City CA 91950
- 22 Pedro Flores
3689 Sunset LN
San Ysidro, CA 92173
- Josue Hidalgo
- 23 314 E 31st National City, CA 91950
- 24 Ron ARMS
535 Palm Ave
National City CA 91950
- 25 Olga Mancada
120 Laurel Ave.
National City CA 91950
- 26 ~~Mama Lucia~~
4114 Camino de la Plaza
Apt 25 SAN YSIDRO CA 92173
- 7 Yolanda Estrella
2016 S Lanoian V.C. 91950

38

Carmen Iniguez

505 Q Ave. Ntal City Ca. 91950

39

~~BEATRIZ~~ BEATRIZ BEJITEZ

232 PALM AVE NATIONAL CITY CA. 91950

40

Ben morales - 310 PALM AVE NC CA 9150

41 Martha Negrette - 608 Q Ave National City CA ⁹¹⁹⁵⁰

42 Daniela Lorenzo 4901 palin st National city 92113

43

Eulalia Rivera 2542 E 2nd St
national city 91950

44

Leticia Ruiz - 1410 E. 4th National city CA 91950

45

JUAN ENRIQUE GARCIA

46 CLAUDIA RAMIREZ 3950 DELTA ST SANDIEGO CALIF 92113

47 Daniel Garcia. 1443 1st St National City CA. 91910

48

Alma Verdugo 435 Palm Ave NC CA. 91950 ✓

49

Toribio Lozano 435 Palm Ave. NC. CA 91950 A

50

Arturo Jozano 425 Palm ave. National City CA. 91950

51

427

52

Shirley Mares 433 Palm Ave NC. CA 91950

62 JOSE P. ROMAN
1520 E 5TH ST. ✓

NATIONAL CITY CA 91950

63 Fernando Ramos

205- Norton ave APT B
National City CA. 91950

Flora Lopez

64- 6323 Elsbury St
San Diego CA. 92114

53 Luis A. Arroyo 420 Q Ave Apt #2 N.C.

54 David Rego 1710 E 4th St

55 Jose Luis Limon 4615 Delta St Apt 10

56 Rafael Gago 404 M Ave NC

57 Gloria Diaz 745 S. 4th St.

58 Pedro Zulueta - 1740 E 4th St Apt 14 NC

59 Armando Ramos 205 Norton ave N

60 Alfredo Hernandez 205 Norton ave N

61 Edgar Gago S 2336 E 4th St National city

62 Roberto Gago S "

63 Juan J. Chano 105 W Norton Ave. National City

64. 1010 Rockyhill Rd. El Cajon CA 92019
Cecilia Gonzalez

65 Maria G. Hernandez
1312 Scott dr
National city 91950

66 Julio Carranza
1513 E 4th St National City Ca 91950

67 Alma Gueda
1040 Delast National City Ca. 91950

28

Marin Martinez

4941 MAGNUS Way SO 92113

29

DANIEL SANDOVAL

979 magenta ST 92113

30

Alicia Sanchez

917 Eta St. Apt. 3501

National City Ca 91950

31

REDEN PANGAN

1227- FIG. CT

NATIONAL CITY CA. 91950

32

Perla Zamudio

1618 E 16 St National city 91950

33

Maria Zamudio

2209 DAV. #201 National city 91950

34

Guadalupe Zavala

420 Q Ave Apt 7 #1 National city CA 91950

35

Gilberto Peña

1402 E 5TH ST NATIONAL CITY ca. 91950

36

LUZ Barragan

420 Q National City 91950

37

amparo guto aldana

614 Q Ave NATIONAL CITY CA 91950

10 E/! A Lopez
1033 E 4TH ST
NATIONAL CITY CA
91950

11 Silvia Torres
1110 PALMAS AVE APT #17
national city

12 ~~vanessa~~ Vanessa Maldonado
301 Norton St. Apt #6 national city CA 91950

13- Ramirez family
222 LOS ALAMOS DR. SAN DIEGO CA 92114

14. Chelsey ~~Munoz~~ Munoz
1305 Callejon Segovia unit 32 chula vista
CA 91910

15. Brandon Ibarra
3009 Menlo Ave San Diego CA, 92105

16 Bryan Bautista . 5089 Westover Pl.
92102 SD, CA

17 Hector Ariza 1308 E 4th street national city, CA

18 ERNESTO Rocha 6530 PLAZA BLVD. S.D. 92114
NATIONAL City 9

19 Ofelia Vargas 1415 E 6 St Nacional c



901 National City Boulevard
National City, CA 91950-3203
Business: 619 477-9339
Fax: 619 477-5018
Web site: www.nationalcitychamber.org

April 29, 2016

Susana Maza
Gama Produce
1605 East 14th Street
National City, CA 91950

To Whom It May Concern:

The National City Chamber of Commerce supports Gama Produce's application for a Conditional Use Permit to sell beer and wine at their business location (1605 E. 14th Street, National City, CA 91950).

On behalf of the Board of Directors of the National City Chamber of Commerce, we fully endorse the CUP application to allow Gama Produce to:

- Provide expanded product options for her customer base;
- Retain her current customer base by meeting their demand for beer and wine sales;
- Compete in the local market economy;
- Increase sales, thereby generating additional sales tax revenue to the City of National City; and
- Take advantage of business development opportunities for Minority Owned Businesses and Women Owned Enterprises to further expand her operations and satisfy her business plan objectives.

Gama produce is an active chamber member in good standing. Furthermore, Ms. Susana Maza, owner of Gama Produce, is an outstanding corporate citizen whom is fully engaged in community and civic affairs. She is supportive of arts, education, and cultural programming as evidenced by her support of the International Mariachi Festival and Competition this past March. Her continuous commitment to youth development through her generous donations to student groups is also noteworthy and reflective of her community character.

If granted the CUP for beer and wine sales, Ms. Maza will continue to operate responsibly and take all measures to safeguard against the illegal sale and distribution of alcohol to minors. To date, there

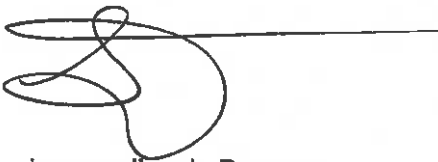
have been zero reported criminal incidences at her store. She will not sell beyond 10pm, and plans on hosting three small container units to house her alcohol products. Moreover, Gama Produce is primarily a fresh fruit, vegetable and meat market, not a liquor store. Thus, the sale of alcohol will only serve to compliment her existing product offerings. However, it is an important component to meet her customer's needs.

Also, we would like to clarify that Ms. Maza does not plan to sell her business, as alleged in the letter submitted by Rach House Liquor Store.

The National City Chamber of Commerce is recognized as the premier local Chamber of Commerce in the San Diego Region, is highly respected by the community as the unified voice of business, and participates as a major partner in planning the future of our community. The Chamber is an advocate for business friendly legislation at all levels of government, and is an organization with a strong active membership. The Chamber's mission is to increase opportunities for businesses and advocate for our membership in matters related to business, government, and community relations. We proudly represent over 500 businesses in the City of National City.

Thank you for your time and consideration of our request to support the approval of Gama Produce's CUP application for beer and wine sales.

Sincerely,

A handwritten signature in dark ink, consisting of a series of loops and a horizontal line extending to the right.

Jacqueline L. Reynoso
President/ CEO
National City Chamber of Commerce



DEPARTMENT OF THE ARMY
CALIFORNIA ARMY NATIONAL GUARD
RECRUITING AND RETENTION BATTALION
303 PALM AVENUE
NATIONAL CITY CALIFORNIA 91950

NGCA-RRB-C

28 April 2016

MEMORANDUM FOR RECORD

SUBJECT: Letter of Appreciation

1. This letter of appreciation is to recognize the selfless service and dedication of Gama Produce Market owner Susana Gavia Alvarado. Her continuous efforts to support her community and service members is truly noble.
2. Gama Produce provides the local community and Soldier's daily with healthy, fresh produce and great customer service. I am truly impressed with Susana's commitment and excellence to go above and beyond to care for her local customer. I am thankful for her professionalism and kindness to local public.
3. Point of contact for this memorandum is the undersigned and can be reached at 858-405-5245 or dana.r.darvinvarab.mil@mail.mil.

DANA R. VARAB
SSG, USA
Recruiting and Retention NCO

CERTIFICATE


Certificate of Appreciation

Presented to:

Susana Maza

Gama Produce

Over the many years Gama Produce has time and time again given outstanding service and friendship to our Soldiers. They consistently choose to go to Gama Produce for the warm welcome and smile you have given, the availability of well-priced goods and you personally ensure each of them is taken care of to the highest standards. In addition I would like to recognize your unwavering support to the California National Guard, Soldiers, Sailors and Marines that have walked through your doors.


Sgt. James Npau
Det-1, B Co. 578th BEB

CAANG

RESOLUTION NO. 2016-11

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, DENYING A
CONDITIONAL USE PERMIT FOR ALCOHOL SALES
AT GAMA PRODUCE LOCATED AT 1605 EAST 4TH STREET.
CASE FILE NO. 2015-28 CUP
APN: 554-050-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for alcohol sales at Gama Produce located at 1605 East 4th Street at a duly advertised public hearing held on May 2, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-28 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on May 2, 2016, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – four off-sale outlets are permitted where two are recommended by the California Department of Alcoholic Beverage Control. – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because four other off-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of May 16, 2016, by the following vote:

AYES: Baca, Garcia, Sendt

NAYS: Dela Paz, Flores

ABSENT:

ABSTAIN: Bush, Yamane



CHAIRPERSON

The following page(s) contain the backup material for Agenda Item: Public Hearing conducted in accordance with California General Code Section 52201 to discuss and consider the findings of a Summary Report pertaining to the sale and conveyance of certain Real Property located in the City of National City with a street ad

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing conducted in accordance with California General Code Section 52201 to discuss and consider the findings of a Summary Report pertaining to the sale and conveyance of certain Real Property located in the City of National City with a street address of 1640 E. Plaza Blvd., (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr. 

PHONE: (619) 336-4391

DEPARTMENT: Housing and Economic Development Dept.

APPROVED BY: 

EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Subject to the execution of a Compensation Agreement with the Affected Taxing Entities (ATEs), net proceeds from the sale of the property will be distributed among the ATEs as required by Health and Safety Code Section 34188. The City will receive 18% of net proceeds from the distribution.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(5) of the CEQA Guidelines is not subject to CEQA; and, the underlying project is exempt from CEQA for two reasons: 1) it requires only ministerial approval by the City (Public Resources Code section 21080(b)(1) and Guidelines 15268), and 2) it is an urban infill project (Guidelines section 15332).

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Conduct the Public Hearing.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Public Notice
3. Summary Report
4. Purchase and Sale Agreement and Joint Escrow Instructions

Explanation and Background Report

Public Hearing

The purpose of the public hearing is to allow the City Council and the public the opportunity to review and comment on the essential terms of a proposed Real Property Purchase and Sale Agreement and Escrow Instructions for the sale and conveyance of certain real property ("Property") located in the City of National City, California, with a street address of 1640 E. Plaza Blvd, (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"). The Agreement is included as Attachment No. 4 of this staff report.

Section 52201 Summary Report

A Summary Report was prepared in accordance with Section 52201 of the California Government Code in order to inform the City Council and the public about the proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions between the City of National City ("Seller") and Palm Plaza Associates, LLC ("Buyer"). The report outlines the potential costs of the sale, the estimated value of the interest in the property to be sold, and the economic opportunities resulting from the transaction. The report is included as Attachment No. 3 of this staff report.

Property History

The Property was once the site of a 70-unit Day's Inn hotel that was built in 1986 and closed approximately 16 years ago leaving a blighted and abandoned building. Under a put-option agreement with the Community Development Commission of the City of National City ("CDC"), National City Hotels acquired the Property in 2004 from Rex Investments for \$3,775,000 with the intent to develop commercial space and residential units by gaining the appropriate entitlements with assistance from the CDC. When National City Hotels was unable to obtain the entitlements needed and acquire the adjacent vacant property, they exercised the put-option agreement with the CDC. The Property was purchased by the CDC for \$4,394,343 in October 2005. The sales price was based on the value of an operable hotel and as part of the purchase, National City Hotels demolished the building leaving the Property vacant upon purchase. The Property was appraised by the CDC in 2006, after the demolition of the structure on the Property. The appraisal valued the land at \$2,135,000. However, later in 2006 the appraisal was revised to reflect a value of \$1,823,000 after the appraiser had the opportunity to review preliminary title reports and a parcel map with plotted easements.

The CDC entered an Exclusive Negotiating Agreement (ENA) with the Acevedo Group in January 2006. The ENA was assigned to Palm Plaza Associates, LLC (PPA) in June 2006. Since entering the ENA, PPA has owned a 1.144 acre parcel of land contiguous to the Property. A Purchase and Sale Agreement between Palm Plaza Associates, LLC and the CDC was contemplated since November 2009 for a sale amount of \$1,823,000 for the purpose on developing 72 for-sale residential units. However, the quick downturn in the economy impacted the value of the Property and feasibility of development. The Property was reappraised in January 2011 and valued at \$690,000. In the spring of

2011, PPA and the CDC renegotiated the price and terms for the purchase and sale of the Property reflecting the appraised value of \$690,000. However, the CDC and PPA were unable to consummate a Purchase and Sale Agreement due to the impending dissolution of the CDC by the State of California that prohibited entering into property disposition agreements at the time.

The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") indicated future development of the the Property in the Revised Long Range Property Management Plan (Revised LRPMP). The Revised LRPMP was approved in December 2015 by the State of California Department of Finance. The Property was appraised in February 2016 for a value of \$870,000. In accordance with the Revised LRPMP, the Property was transferred to the City for future development in May 2016 from the Successor Agency. Negotiations with PPA continued from where they had left off in 2011 and PPA has agreed to purchase the property at the appraised value of \$870,000 for the future development of approximately 72 multi-family housing units.

Public Notice Process

Notice of the public hearing was published in the San Diego Union Tribune on August 1, 2016 and August 8, 2016, as well as through the regular agenda notification process. The Public Notice is included as Attachment No. 2 of this staff report.

**LEGAL NOTICE
PUBLIC MEETING**

ACTIONS RELATING TO THE TRANSFER OF REAL PROPERTY IN THE CITY OF NATIONAL CITY TO PALM PLAZA ASSOCIATES, LLC PURSUANT TO A REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the CITY OF NATIONAL CITY will hold a public meeting on Tuesday, August 16, 2016, at 6:00 p.m. or soon thereafter, at City of National City, City Hall Council Chambers, located at 1243 National City Boulevard, National City, CA 91950. The public meeting is being conducted in accordance with California General Code Section 52201. The public meeting may be continued from time to time until completed. The public meeting may also be cancelled or set for another time in the future at any time until the scheduled meeting time.

The purpose of this public meeting is to discuss and consider the following items:

- The sale and conveyance of certain real property located in the City of National City, California, with a street address of 1640 E. Plaza Blvd, (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions.

Any and all persons who wish to speak on any issue related to any of the item to be discussed at the public meeting as listed above may appear at the public meeting and will be afforded an opportunity to speak.

Further information regarding the item to be discussed at the public meeting as listed above or this public meeting may be obtained by contacting Gregory Rose, at (619) 336-4266.

Copies of the Purchase and Sales Agreement and Economic Report are available at the office of the City Clerk (1243 National City Boulevard, National City, CA 91950).

NATIONAL CITY REDEVELOPMENT PROJECT

NATIONAL CITY, CALIFORNIA

**SUMMARY REPORT PERTAINING TO THE PROPOSED SALE
OF CERTAIN REAL PROPERTY WITHIN THE
NATIONAL CITY REDEVELOPMENT
PROJECT AREA**

California Government Code Section 52201

**PURSUANT TO THE PROPOSED
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

between

THE CITY OF NATIONAL CITY

and

PALM PLAZA ASSOCIATES, LLC

National City, California

August 2016

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I. INTRODUCTION

A. Purpose of Report

This Summary Report was prepared in accordance with Section 52201 of the California Government Code in order to inform the City of National City (Seller) and the public about the proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Agreement) between the Seller and Palm Plaza Associates, LLC (Buyer).

This Report and attached tables describe the transaction between the Seller and the Buyer. This Report specifies:

1. The costs to be incurred by the Seller under the Agreement;
2. The estimated value of the interest to be conveyed at the highest and best use permitted under the General Plan and Zoning Code;
3. The estimated value of the interest to be conveyed at the proposed use and with the conditions, covenants, and development costs required by the Agreement;
4. The compensation to be paid to the Seller pursuant to the proposed transaction;
5. An explanation of the difference, if any, between the compensation to be paid to the Seller under the proposed transaction, and the fair market value at the highest and best use consistent with the General Plan and Zoning Code; and
6. An explanation of why the Agreement will assist in the creation of economic opportunity.

B. Summary of Findings

The Seller engaged its economic consultant, Keyser Marston Associates, Inc. (KMA), to analyze the proposed financial terms. The principal KMA conclusions are summarized as follows:

- The estimated costs of the Agreement to the Seller total \$4,350,000.
- The estimated fair market value of the Property at its highest and best use is \$870,000.

- The estimated re-use value of the interest to be conveyed is \$870,000.
- The value of the compensation to be received by the Seller is \$870,000.

C. Description of Property and Proposed Development

The Property is located within the former National City Redevelopment Project Area (Project Area). Prior to the Statewide dissolution of redevelopment in 2012, the former Project Area encompassed approximately 2,000 acres of land area. The goals of the Redevelopment Plan (Plan) were to retain businesses and jobs in the area, create and improve public facilities in the area, and improve the supply of affordable, quality housing. Since the adoption of the Plan, numerous redevelopment ventures were carried out by the City's former redevelopment agency in partnership with private developer and non-profit partners.

The Property is a 1.07-acre parcel located at 1640 East Plaza Boulevard in National City. It was originally acquired by the Community Development Commission for redevelopment purposes. Following the dissolution of redevelopment, the Property was transferred to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency pursuant to Health and Safety Code Section 34172. Following State approval of the City's Long Range Property Management Plan (LRPMP), the Property was transferred from the Successor Agency to the City.

The Property is situated on the south side of Plaza Boulevard, east of Palm Avenue, and west of Interstate 805. The Property has an approximate 25-foot slope within the southwest corner of the parcel. The Buyer intends to combine the Property with a 1.14-acre Buyer-owned parcel at 1300 Palm Avenue, for a total combined development site of 2.21 acres. The Buyer plans to develop a 72-unit multi-family residential condominium development (Project) on the combined parcels.

D. Proposed Transaction Terms

This section summarizes the salient aspects of the proposed Agreement between the Seller and the Buyer.

- The Seller will convey the Property to the Buyer for \$870,000.
- The Buyer will accept the Property in an "as is" condition.

- The Buyer will construct 72 multi-family residential condominiums on the 2.21-acre site comprised of the Property and the Buyer's adjoining parcel. The Buyer will be responsible for the development, construction, and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

II. COSTS OF THE AGREEMENT TO THE SELLER

The estimated costs of the Agreement to the Seller total \$4,350,000, and include the following items:

Seller Costs	Amount
Property Acquisition	\$3,775,000
Third Party and Other Costs (1)	\$575,000
Total Seller Costs	\$4,350,000

The Property acquisition cost, and other maintenance and holding costs, were incurred by the Community Development Commission in its capacity as the City's former Redevelopment Agency.

(1) Per Seller, includes maintenance/holding costs, appraisals, escrow costs, fees paid to the previous property owner, franchise fees, inspection reports, other third party soft costs, and estimated budget for legal and economic consultants.

III. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE GENERAL PLAN AND ZONING CODE

This section presents an analysis of the fair market value of the Property at its highest and best use.

In appraisal terminology, the highest and best use is that use of the Property that generates the highest property value and is physically possible, financially feasible, and legally permitted. Therefore, value at highest and best use is based solely on the value created and not on whether or not that use carries out the revitalization goals and policies for the City of National City. According to the City's General Plan and Zoning Code, the Property is located within the Major Mixed-Use District (MXD-2). This zone allows for a Floor Area Ratio (FAR) of 3.5 for mixed-uses and 3.0 for single-uses. Residential density up to 75 units per acre is also allowed.

The Seller contracted with Hilco Real Estate Appraisal, LLC (Hilco) for an appraisal of the Property. The appraisal estimated the current market value of the subject Property as of January 25, 2016. Hilco concluded the fee simple market value of the Property, as vacant, to be \$870,000. This land value translates to \$19 per SF of site area.

KMA conducted an independent review of residential land sales of multi-family residential development sites in National City and surrounding communities from January 2014 to the present. As shown in Table 1, surveyed land sales ranged from \$9 to \$60 per SF of land, with median and average prices of \$20 and \$25 per SF, respectively. Most sales were concentrated between \$14 and \$27 per SF.

The comparable sales vary by city, site condition, status of entitlements, and prevailing market conditions at time of sale. Notably, the Property is centrally located within the South Bay, on a major commercial artery (Plaza Boulevard), in close proximity to Interstate 805. On the other hand, the steep sloped southwestern portion of the parcel reduces the useability of the Property. In view of these factors, KMA finds that the value of the Property falls slightly below the median/average prices for the surveyed comparable land sales, or say \$19 per SF.

In sum, KMA concurs with the appraised value for the Property at \$19 per SF of site area. On this basis, then, the KMA analysis concludes that the fair market value of the Property at its highest and best use is \$870,000.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE USE AND WITH THE CONDITIONS, COVENANTS, AND DEVELOPMENT COSTS REQUIRED BY THE AGREEMENT

This section explains the principal conditions and covenants which the Buyer of the Property must meet in order to comply with the Agreement. Re-use value is defined as the highest price in terms of cash or its equivalent which a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by the Agreement.

Since there are no extraordinary covenants, conditions, or restrictions stipulated in the Agreement, KMA concludes that the fair re-use of the Property is equal to its fair market value at highest and best use, or \$870,000.

V. COMPENSATION WHICH THE BUYER WILL BE REQUIRED TO PAY

The value of the compensation to be received by the Seller for the Property under the terms of the Agreement is \$870,000.

VI. EXPLANATION OF THE DIFFERENCE, IF ANY, BETWEEN THE COMPENSATION TO BE PAID TO THE SELLER BY THE PROPOSED TRANSACTION AND THE FAIR MARKET VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE CONSISTENT WITH THE GENERAL PLAN AND ZONING CODE

The fair market value of the interest to be conveyed at its highest and best use is \$870,000.

The value of the compensation to be received by the Seller is \$870,000.

The compensation to be paid to the Seller is equal to the fair market value of the interest to be conveyed at its highest and best use.

VII. EXPLANATION OF WHY THE SALE OF THE PROPERTY WILL CONTRIBUTE TO ECONOMIC OPPORTUNITY

Implementation of the proposed Agreement will contribute to economic opportunity in the immediate vicinity and the City as a whole. Specifically, development of the Project is anticipated to:

- Utilize a long-vacant property
- Generate both construction and ongoing employment
- Increase building fees, property taxes, and other revenues to the City
- Catalyze further development in the vicinity of the Project

VIII. LIMITING CONDITIONS

The estimates of re-use and fair market value at the highest and best use contained in this Summary Report assume compliance with the following assumptions:

1. There are no known soil or subsoil problems, including toxic or hazardous conditions on the Property that need to be remediated in order to develop the Property.
2. The ultimate development will not vary significantly from that assumed in this Summary Report.
3. The title of the property is good and marketable; no title search has been made, nor have we attempted to determine the ownership of the property. The value estimates are given without regard to any questions of title, boundaries, encumbrances, liens or encroachments. It is assumed that all assessments, if any are paid.
4. The Property will be in conformance with the applicable zoning and building ordinances.
5. Information provided by such local sources as governmental agencies, financial institutions, realtors, buyers, sellers, and others was considered in light of its source, and checked by secondary means.
6. If an unforeseen change occurs in the economy, the conclusions herein may no longer be valid.
7. The development will adhere to the schedule of performance described in the Agreement.
8. Both parties are well informed and well advised and each is acting prudently in what he/she considers his/her own best interest.

attachment

TABLE 1

MULTI-FAMILY RESIDENTIAL LAND SALES COMPARABLES, JANUARY 2014 TO PRESENT ⁽¹⁾

PALM PLAZA

CITY OF NATIONAL CITY

<u>Sale Date</u>	<u>Address</u>	<u>City</u>	<u>Sale Price</u>	<u>Acres</u>	<u>\$/SF</u>	<u># of Units</u>	<u>Density (DU/AC)</u>	<u>\$/Unit</u>
08/13/15	1105 National City Boulevard	National City	\$3,500,000	1.33	\$60	166	125	\$21,084
06/06/14	222 Church Avenue	Chula Vista	\$450,000	0.24	\$43	15	63	\$30,000
05/09/14	172 4th Avenue	Chula Vista	\$200,000	0.17	\$27	4 (2)	26	\$45,915
05/31/16	701 D St	Chula Vista	\$4,700,000	4.35	\$25	72 (2)	17	\$65,278
03/12/14	1455 Sheryl Lane	National City	\$1,750,000	1.89	\$21	70 (2)	37	\$25,000
10/02/15	2501 E 18th Street	National City	\$270,000	0.34	\$18	14 (2)	41	\$19,286
02/03/16	Santa Carolina Rd	Chula Vista	\$4,000,000	5.18	\$18	96	19	\$41,667
09/15/15	2604 Ridgeway Dr	National City	\$1,350,000	2.23	\$14	53	24	\$25,472
04/02/15	35th St @ J Street	San Diego	\$450,000	0.92	\$11	18	20	\$25,000
04/10/14	Smythe Avenue	San Diego	\$465,000	1.25	\$9	50	40	\$9,300
		Minimum	\$200,000	0.17	\$9	4	17	\$9,300
		Maximum	\$4,700,000	5.18	\$60	166	125	\$65,278
		Median	\$907,500	1.29	\$20	52	31	\$25,236
		Average	\$1,713,500	1.79	\$25	56	41	\$30,800

(1) Selected sales transactions for residential land in the South Bay area.

(2) KMA estimate based on Internet research and maximum allowable density as stated in each city's municipal code.

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

**1640 East Plaza Blvd., National City, CA
(APN # 557-410-20)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of _____, 2016, and is entered into by and between the CITY OF NATIONAL CITY, a California municipal corporation ("**City**" or "**Seller**"), and PALM PLAZA ASSOCIATES, LLC, a California limited liability company ("**Buyer**"). Seller and Buyer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**");

RECITALS

A. The Community Development Commission as the National City Redevelopment Agency ("**Redevelopment Agency**") owned that certain real property generally located at 1640 East Plaza Blvd. (Assessor's Parcel No. 557-410-20) within the City of National City, County of San Diego, State of California, as specifically described in Section 1 of this Agreement as the "**Property**"; and

B. Pursuant to California Health and Safety Code Section 34172, the Redevelopment Agency was dissolved by operation of law as of February 1, 2012, and pursuant to California Health and Safety Code Section 34173, Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Successor Agency**") became the successor agency and successor-in-interest to the Redevelopment Agency, confirmed by Resolution No. 2012-15 adopted on January 10, 2012, by the City Council of the City; and

C. In accordance with California Health and Safety Code Section 34191.5, the Property was listed on Successor Agency's Long Range Property Management Plan ("**LRPMP**"), which provides that the Property will be transferred to and retained by the City for future development, and the LRPMP has been approved by the Oversight Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Oversight Board**") and the California Department of Finance; and

D. At its regular meeting on May 17, 2016, the City of National City met and pursuant to Resolution No. 2016-70 accepted the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

E. At its regular meeting on May 17, 2016, the Successor Agency met and pursuant to Resolution No. 2016-77 approved the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

F. At its regular meeting on May 18, 2016, the Oversight Board met and pursuant to Resolution No. 2016-04 approved and directed the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

G. The Successor Agency has transferred (or will transfer prior to or concurrently with the Close of Escrow) the Property to the City; and

H. Buyer has made an offer to purchase the Property from Seller at the Property's current fair market value, and Seller desires to sell the Property to Buyer pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS OF SELLER AND BUYER SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, SELLER AND BUYER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence, means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. It shall also be a presumption that the manager of a limited liability company controls such limited liability company.

1.1.2 **Agreement.** This Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Seller and Buyer, including all of the attached Exhibits.

1.1.3 **Approval.** Any approval, consent, certificate, ruling, authorization, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to complete the purchase and sale of the Property.

1.1.4 **Bankruptcy Law.** Title 11 of the United State Code or any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.5 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.6 **Business Day.** Any weekday on which the Seller is open to conduct regular governmental functions.

1.1.7 **Buyer.** Palm Plaza Associates, LLC, a California limited liability company, and any permitted assignee of or successor to the rights, powers, or responsibilities of Buyer under this Agreement.

1.1.8 **Buyer Title Policy.** A standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to Permitted Exceptions.

1.1.9 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* and implementing regulations contained in Title 14, Chapter 3, Section 15000, *et seq.* of the California Code of Regulations.

1.1.10 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.

1.1.11 **City or Seller.** The City of National City, a California municipal corporation, and any permitted assignee of or successor to the rights, powers, or responsibilities of Seller under this Agreement.

1.1.12 **City Manager.** The City Manager of Seller or his or her designee or successor in function.

1.1.13 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if an Indemnitor improperly fails to provide a defense for an Indemnatee, then Legal Costs of the Indemnatee) and any judgment.

1.1.14 **Close of Escrow.** The first date on which the Escrow Agent has filed the Grant Deed with the County for recording in the official records of the County.

1.1.15 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership or Equity

Interests, by contract or otherwise.

1.1.16 **County.** The County of San Diego, California.

1.1.17 **Default.** An Escrow Default, a Monetary Default, or a Non-Monetary Default.

1.1.18 **Default Interest.** Interest at an annual rate equal to the lesser of (a) eight percent (8%) per annum; or (b) the Usury Limit.

1.1.19 **Deposit.** Twenty Thousand and No/100 Dollars (\$20,000).

1.1.20 **Due Diligence Materials.** All of the following: (a) the Preliminary Report; (b) any and all environmental reports relating to the Property in the possession of Seller; and (iii) copies of any and all material documents that pertain to the physical condition of the Property in the possession of Seller.

1.1.21 **Due Diligence Period.** The period of time commencing upon the Effective Date and expiring ninety (90) days thereafter.

1.1.22 **Effective Date.** Defined in Section 2 of this Agreement.

1.1.23 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements or expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

1.1.22 **Environmental Laws.** All Federal, State, local (including City) laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government authority, now in effect or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C. § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C. § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C. § 1251 *et seq.*]; the Toxic Substances Control Act ("TSCA") [15 U.S.C. § 2601 *et seq.*]; the Hazardous Materials Transportation Act ("HMTA") [49 U.S.C. § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. § 6901 *et seq.*]; the Clean Air Act [42 U.S.C. § 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. § 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. § 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. § 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code § 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code

§ 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code § 13000 *et seq.*]; together with any regulations promulgated under the authorities referenced in this Section.

1.1.23 Equity Interest. All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.24 Escrow. An escrow, as defined in California Civil Code Section 1057 and California Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the sale of the Property from Seller to Buyer pursuant to this Agreement.

1.1.25 Escrow Agent. Carla Burchard, Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.26 Escrow Closing Date. Subject to the immediately following paragraph and subject to satisfaction (or waiver by the benefitted Party or Parties) of all of the conditions to closing set forth in Sections 4.4 and 4.5, unless extended by the Parties as set forth in Section 4.9 below, the Escrow Closing Date shall occur on or before one hundred eighty (180) days following the Effective Date.

In the event the condition set forth in Section 4.5.1 below has not been satisfied in time for the Close of Escrow to occur on or before one hundred eighty (180) days following the Effective Date, the outside Escrow Closing Date provided for in the preceding paragraph shall be extended from one hundred eighty (180) days following the Effective Date to the date that is two (2) weeks after the Parties receive notice that the condition set forth in Section 4.5.1 has been satisfied or June 30, 2017, whichever date is earlier. There shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date.

1.1.27 Escrow Closing Statement. A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.28 Escrow Default. The unexcused failure of a Party to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.1.29 Escrow Opening Date. The first date on which a copy of this Agreement, signed by both Seller and Buyer, is deposited with the Escrow Agent, as provided in Section 3.1 of this Agreement.

1.1.30 Event of Default. The occurrence of any one or more of the following:

(a) **Monetary Default.** A Monetary Default that continues for fifteen (15) calendar days after Notice to the Party in Default, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such amount or the bond, surety, or

insurance not provided;

(b) *Escrow Closing Default.* An Escrow Default that continues for seven (7) calendar days after Notice to the Party in Default, specifying in reasonable detail the document or funds not submitted to the Escrow Agent;

(c) *Bankruptcy or Insolvency.* Buyer admits in writing that Buyer is unable to pay Buyer's debts as they become due or Buyer becomes subject to any Bankruptcy Proceeding, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Buyer's assets or Buyer's interest in this Agreement or the Property;

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms or conditions of this Agreement;

(e) *Non-Monetary Default.* Any Non-Monetary Default, other than those specifically addressed in Subsections (c) or (d) above, that is not cured within fifteen (15) calendar days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of such a Non-Monetary Default that cannot with reasonable diligence be cured within fifteen (15) calendar days after the effective date of such Notice, an Event of Default shall occur, if the Party in Default does not do all of the following: (a) within fifteen (15) calendar days after Notice of such Non-Monetary Default, advise the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such fifteen (15) calendar day period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.31 **Federal.** The federal government of the United States of America.

1.1.32 **FIRPTA Affidavit.** A certification that Seller is not a "foreign person" within the meaning of such term under Section 1445 of the United States Internal Revenue Code.

1.1.33 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.34 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence. It is acknowledged that Seller is a form of Government.

1.1.36 **Grant Deed.** A grant deed conveying Seller's interest in the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of **Exhibit "B"** attached to this Agreement and incorporated herein by this reference.

1.1.37 **Hazardous Substance.** Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, petroleum, petroleum product and any

“hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.1.38 Hazardous Substance Discharge. Any deposit, discharge, generation, release or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from any construction, installation, use or operation or other activities conducted at, on, under or from the Premises, whether or not caused by a Party.

1.1.39 Indemnify. Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and protect, defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.40 Indemnitee. Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.41 Indemnitor. A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.42 Law. Every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Government applicable to the Property, in any way, including relating to any development, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or otherwise relating to this Agreement or any

Party's rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.1.43 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to be reimbursed for its Legal Costs, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.44 **Lender.** The holder of any Security Instrument and the successors and assigns of such holder.

1.1.45 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, bond, surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.46 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of such Party's obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by a Party.

1.1.47 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.48 **Notice of Default.** Any Notice claiming or giving Notice of a Default.

1.1.49 **Notify.** To give a Notice.

1.1.50 **Parties.** Collectively, Seller and Buyer.

1.1.51 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.52 **Permitted Exception.** All of the following: (a) the printed exceptions and exclusions in the Buyer Title Policy; (b) all items shown in the Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy approved by Buyer, or deemed approved by Buyer, as provided in 3.3.3 below; (c) any lien for non-delinquent property taxes or assessments; (d) any Laws applicable to the Property; (e) this Agreement; (f) any existing improvements on the Property; (g) any other document or encumbrance expressly required or allowed to be recorded against the Property pursuant to the terms of this Agreement; and (h) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other matters of record or that would be disclosed by an accurate inspection or survey of the Property.

1.1.55 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.56 **Preliminary Report.** A preliminary report issued by the Title Company in contemplation of the issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in the preliminary report as exceptions to coverage under the proposed Buyer Title Policy.

1.1.57 **Project.** A seventy-two (72) unit multifamily residential condominium project to be developed and constructed on the Property which shall include the development, construction and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

1.1.58 **Property.** That certain real property specifically described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference.

1.1.59 **Purchase Price.** Eight Hundred Seventy Thousand and No/100 Dollars (\$870,000), which is the fair market value of the Property as of February 29, 2016, pursuant to that certain appraisal report conducted by Kent Carpenter of Hilco Valuation Services.

1.1.60 **Real Estate Taxes.** All general and special real estate taxes (including taxes on fixtures and equipment, sales taxes, use taxes and the like), supplemental taxes, possessory interest taxes, special taxes imposed pursuant to a special taxing district, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever regarding the Property that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Property.

1.1.61 **Seller Parties.** Collectively, the Seller, the Seller's governing body, and the Seller's elected officials, employees, agents and attorneys.

1.1.62 **State.** The State of California.

1.1.63 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.64 **Title Company.** Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.65 **Transfer.** Regarding any property, right or obligation, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable

interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses (b) or (c) above of this Section, shall be deemed a Transfer by Buyer, even though Buyer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received Notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in the form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to a Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.1.66 Unavoidable Delay. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters or inability to obtain required materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.67 Usury Limit. The highest rate of interest, if any, that Law allows under the circumstances.

2. EFFECTIVE DATE

This Agreement shall become effective on the date on which both of the following have occurred ("**Effective Date**"): (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; and (b) this Agreement has been approved by Seller's governing body and executed by Seller's City Manager.

3. PURCHASE AND SALE OF PREMISES

3.1 Escrow. Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase and acquire fee title to the Property from Seller, subject to the Permitted Exceptions and the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale of the Property from Seller to Buyer and the purchase of the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 4 of this Agreement are, and shall constitute, the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

3.2 Consideration. Buyer shall purchase the Property from Seller for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer shall deposit the Purchase Price into the Escrow, as follows:

3.2.1 Deposit. Upon the Escrow Opening Date, Buyer shall deposit the Deposit into the Escrow. The Deposit shall initially be refundable until the due diligence

condition of Section 3.3 is satisfied, and thereafter shall be non-refundable unless this Agreement is thereafter terminated due to a Seller default, the failure of a Buyer's condition to Close of Escrow, a termination of this Agreement not due to Buyer's default, or as otherwise expressly provided in this Agreement. The Deposit shall be held in Escrow until the Close of Escrow and shall be applied to the Purchase Price.

3.2.2 Remaining Purchase Price. At least one (1) Business Day before the Escrow Closing Date, Buyer shall deposit into the Escrow the amount of the Purchase Price less the amount of the Deposit.

3.2.3 Independent Consideration. Notwithstanding any other provision of this Agreement to the contrary, the sum of One Hundred and No/100 Dollars (\$100.00) out of the Deposit shall be paid by Escrow to Seller immediately following Escrow's receipt of the Deposit as "Independent Consideration" for the execution of this Agreement and the rights of Buyer granted herein, which said Independent Consideration shall be paid to Seller in all instances, upon execution hereof is fully earned, shall be applied against the Purchase Price and is not refundable for any reason, notwithstanding anything herein to the contrary. All references to Deposit herein shall mean the Deposit, less the Independent Consideration.

3.3 Due Diligence.

3.3.1 To the extent in Seller's possession, immediately following the Effective Date Seller shall deliver to Buyer, without any representation or warranty by Seller, the Due Diligence Materials (except for the Preliminary Report, which shall be provided by the Title Company).

3.3.2 Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, any environmental reports, soils inspection, conditions of title, zoning, surveys, the Due Diligence Materials, and all other reports as Buyer may deem necessary or appropriate in connection with this Agreement. In the event Buyer finds the Property unsatisfactory for any reason, then prior to the expiration of the Due Diligence Period Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.3 If, prior to the expiration of the Due Diligence Period, Buyer disapproves by a writing delivered to Seller any matters of title shown in the Preliminary Report, then Seller may, within fourteen (14) business days after its receipt of Buyer's notice of disapproval, elect in writing to eliminate or ameliorate to Buyer's satisfaction the disapproved title matters. Failure of Buyer to give disapproval of any matters of title shown in the Preliminary Report on or before the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of all matters of title in the Preliminary Report. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved matters of title

shown in the Preliminary Report, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent: (a) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.4 Upon the Effective Date of this Agreement until the expiration of the Due Diligence Period, subject to the provisions of this Section, Buyer may enter upon the Property to conduct any investigation, test, study or analysis related to the development of the Project. Buyer shall pay all costs with respect to such studies and tests and shall be solely responsible for the disposal of any soil samples (including any Hazardous Substance or other wastes in these samples), which obligation shall survive the termination of this Agreement. Buyer shall exercise due care, follow best commercial practices in connection with such entry and testing, and shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property. Prior to any entry onto the Property, Buyer shall obtain and maintain, and shall require that its agents, consultants, contractors and representatives (collectively, the "Agents") to obtain and maintain in full force during the term of this Agreement, at Buyer's sole cost and expense, a policy of comprehensive liability insurance including property damage, with limits of at least \$2M per occurrence/\$4M aggregate, which will insure The City of National City, its elected officials, officers, agents and employees against liability for injury to persons, damage to property, and death of any person arising in connection with Buyer or its Agents entry upon the Property and/or conducting of tests or studies thereon. Prior to any entry onto the Property, the policy shall be approved in writing as to form and insurance (including approval of the insurance company) by the City. Buyer shall provide City with a copy of any insurance policy required hereunder, including an endorsement that states that the policy will not be cancelled except after thirty (30) days' notice in writing to City and names the additional insureds as required herein. Buyer shall provide City with evidence of such insurance coverage prior to any entry onto the Property by Buyer or its Agents. Prior to each and every entry onto the Property, Buyer shall provide City with not less than 48 hours prior written notice of Buyer or its Agents intended entry upon the Property and/or conducting of tests or studies thereon. Following any such tests or studies, Buyer shall leave the Property in substantially similar condition as of the Effective Date of this Agreement, and Buyer shall indemnify, defend and hold harmless City and its officers, members, employees and agents and the Property from and against any liabilities, claims, damages (including injury or damage to person or property), losses, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) relating to or resulting from the entry, inspections and studies conducted by Buyer and its Agents on, under, or about the Property. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.3.5 If, prior to the expiration of the Due Diligence Period, Buyer disapproves of the condition of the Property, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow

and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.6 In the event of a termination of this Agreement pursuant to this Section, notwithstanding any other provision of this Agreement to the contrary, Buyer shall pay all escrow fees and costs.

3.4 “AS-IS” Acquisition. The Close of Escrow shall evidence Buyer’s unconditional and irrevocable acceptance of the Property in the Property’s AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property or the existence or absence of Hazardous Substances affecting the Property and with full knowledge of the physical condition of the Property, the nature of Seller’s interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall further constitute Buyer’s representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property; (b) Buyer is relying entirely on Buyer’s experience, expertise and Buyer’s own inspection of the Property in the Property’s current state in proceeding with acquisition of the Property; (c) Buyer accepts the Property in the Property’s present condition; (d) to the extent that Buyer’s own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (e) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller’s agents of the truth of all facts material to Buyer’s acquisition of the Property pursuant to this Agreement; and (f) the Property is being acquired by Buyer as a result of Buyer’s own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller’s agents relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. Seller hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

3.5 Reservations. The approval of this Agreement by Seller shall not be binding on the City Council of the City or any commission, committee, board or body of the City regarding any other Approvals required by such bodies. No action by Seller with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required Approvals regarding the Property or Buyer.

3.6 Non-Discrimination.

3.6.1 Buyer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those

bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Buyer itself, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

3.6.2 Buyer herein further covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities.

3.6.3 Buyer understands and agrees that violation of any Subsection of this Section 3.6 shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions.

3.7 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

3.7.1 (a) (1) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

3.7.2 (a) (1) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to

the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3.7.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3.8 Effect and Duration of Covenants. The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Buyer, or if the Buyer is no longer the owner, then against its successors in interest, assigns and heirs. Unless set forth otherwise, the covenants described in Section 3.7 shall commence upon the Close of Escrow and shall be set forth and shall run for the time periods set forth in the applicable Grant Deed.

4. JOINT ESCROW INSTRUCTIONS

4.1 Opening of Escrow. The purchase and sale of the Property shall take place through the Escrow to be conducted by Escrow Agent. Escrow shall be deemed opened when a fully signed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall confirm the Escrow Opening Date in writing to each of the Parties, with a copy of the Escrow Agent Consent signed by the authorized representative(s) of the Escrow Agent.

4.2 Escrow Instructions. This Section 4 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the purchase and sale of the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow

Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control.

4.3 Escrow Agent Authority. Seller and Buyer authorize Escrow Agent to:

4.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

4.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

4.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

4.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one original of the same document.

4.4 Buyer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to purchase the Property from Seller on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions on or before the Escrow Closing Date:

4.4.1 **Title Policy.** Title Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.4.2 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 4.7 of this Agreement;

4.4.4 **Settlement/Closing Statement.** Buyer reasonably approves Buyer's Escrow Closing Statement; and

4.4.5 **Seller Pre-Closing Obligations.** Seller performs all of Seller's material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

4.5 Seller's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to sell the Property to Buyer on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent on or before the Escrow Closing Date:

4.5.1 Compensation Agreement. Approval and full execution of a compensation agreement by each and every affected taxing entity as set forth in the LRPMP;

4.5.2 Building Permit. Buyer obtains a building permit from the City of National City for the development of the Project;

4.5.3 CEQA Documents. Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.5.4 Buyer Escrow Deposits. Buyer deposits all of the items into Escrow required by Section 4.6 of this Agreement;

4.5.5 Settlement/Closing Statement. Seller reasonably approves Seller's Escrow Closing Statement; and

4.5.6 Title Policy. The Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.5.7 Buyer Pre-Closing Obligations. Buyer performs all of Buyer's material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

4.6 Buyer's Escrow Deposits. Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to Seller, at least one (1) Business Day prior to the Escrow Closing Date:

4.6.1 Closing Funds. All amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow;

4.6.2 Certificate of Grant Deed Acceptance. The Certificate of Acceptance attached to the Grant Deed signed by Buyer in recordable form;

4.6.3 Escrow Closing Statement. The Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer; and

4.6.4 Other Reasonable Items. Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not previously been delivered by Buyer.

4.7 Seller's Escrow Deposits. Seller shall deposit the following documents into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Escrow Closing Date:

4.7.1 Grant Deed. The Grant Deed signed by the authorized representative(s) of Seller in recordable form;

4.7.2 Escrow Closing Statement. The Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

4.7.3 FIRPTA Affidavit. A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the form used by the Escrow Agent;

4.7.4 Form 593. A Form 593 signed by the authorized representative(s) of Seller; and

4.7.5 Other Reasonable Items. Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not been previously delivered by Seller.

4.8 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 4.6 of this Agreement, and each of Seller's Escrow deposits as set forth in Section 4.7 of this Agreement, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 4.4 and 4.5, respectively, are satisfied or waived. Upon Escrow Agent's receipt of written confirmation from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

4.8.1 Recording and Distribution of Documents. Escrow Agent shall cause the following documents to be filed with the Recorder of the County for recording in the official records of the County regarding the Property in the following order of priority at Close of Escrow: (a) the Grant Deed; and (b) any other documents to be recorded regarding the Property through the Escrow upon the joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording with in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording by Escrow Agent pursuant to this Agreement shall show all recording information. The Parties intend and agree that this Section 4.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior to junior interests, in the order provided in this Section 4.8.1;

4.8.2 Funds. Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer, respectively;

4.8.3 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service;

4.8.4 Form 593. File the Form 593 with the California Franchise Tax Board; and

4.8.5 Title Policy. Obtain from the Title Company and deliver to Buyer the Buyer Title Policy issued by the Title Company, with a copy delivered to Seller.

4.9 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. The City Manager in his or her sole and absolute discretion, acting on behalf of the Seller, is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of Seller up to a maximum time period extension of ninety (90) days in the aggregate; provided that there shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date set forth in Section 1.1.26. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 4.13 of this Agreement. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement pursuant to this Section 4.9, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 4.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

4.10 Escrow Costs. Escrow Agent shall Notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both Seller and Buyer at least four (4) Business Days prior to the Escrow Closing Date. Each Party shall pay its own costs and expenses arising in connection with the Close of Escrow (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("**Closing Costs**"), which shall be allocated between the Parties as follows:

(a) Escrow Agent charges for the conduct of the Escrow shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer;

(b) The cost of the Buyer Title Policy attributable to the standard coverage portion shall be paid by Seller;

(c) The cost of the Buyer Title Policy attributable to the extended coverage portion or any additional coverage and any endorsements shall be paid by Buyer;

(d) The cost of any and all State, County, or City documentary stamps or transfer taxes regarding the conveyance of the Property through the Escrow shall be paid by Buyer;

(e) The cost of any recording fees in connection with the recording of any documents in the official records of the County for the Close of Escrow and any and all other charges, fees, and taxes levied by each and every Government relative to the conveyance of the Property through Escrow shall be paid by Buyer;

(f) Ad valorem taxes and assessments, if any, upon the Property, prior to the conveyance of title of the Property to Buyer shall be paid by Seller, and after the conveyance of title of the Property to Buyer shall be paid by Buyer consistent with Section 4.11 of this Agreement; and

(g) All other closing fees and costs shall be charged to and paid by Seller and Buyer in accordance with customary practices in the County.

4.11 Allocation of Taxes. Real Estate Taxes relating to the Property, if any, shall be prorated between Seller and Buyer as of Midnight on the date prior to the Close of Escrow.

4.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. Except as set forth in Section 3.3., above, if the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

4.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

4.13.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent;

4.13.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Agent (if any) or within twenty (20) calendar days following Notice of termination, whichever is earlier: (a) Buyer or Escrow Agent shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent, respectively, regarding the Property or the Escrow; (b) Seller or Escrow Agent shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent, respectively, regarding the Property or the Escrow; (c) Escrow Agent shall, unless otherwise expressly provided in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Sections 3.3 and 4.12 of this Agreement; and (d) Escrow Agent shall, unless otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 4.12 of this Agreement.

4.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent

shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with the Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

4.15 Condemnation. If any material portion of the Property, or any interest in any portion of the Property, is taken by condemnation prior to the Close of Escrow by any condemning authority other than Seller, including, without limitation, the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, commenced by any governmental authority, other than Seller, Seller shall immediately give Buyer Notice of such occurrence, and Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such Notice from Seller, to either: (i) terminate this Agreement; or (ii) continue with this Agreement in accordance with its terms, in which event Seller shall assign to Buyer any right of Seller to receive any condemnation award attributable to the Property.

5. REMEDIES AND INDEMNITY

5.1 BUYER'S RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES.

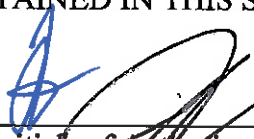
5.1.1 **ELECTION OF REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER SHALL BE LIMITED TO EITHER OF THE FOLLOWING REMEDIES: (1) AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT; OR (2) TERMINATION OF THIS AGREEMENT AND AN ACTION TO RECOVER THE DEPOSIT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING THE AMOUNT SET FORTH IN THIS SECTION 5.1.1, ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.1.2 **WAIVER OF RIGHTS.** SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, OTHER THAN SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE AMOUNT SPECIFIED IN CLAUSE "(2)" OF SECTION 5.1.1 OF THIS AGREEMENT. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.1.1 OF THIS AGREEMENT ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER. BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES AGAINST SELLER ARISING FROM OR RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 5.1.1 OF THIS AGREEMENT.

5.1.3 CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. BUYER ACKNOWLEDGES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.1.4 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1.



 Initials of Authorized
 Buyer representative(s)

5.1.5 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.1, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2 LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW DOES NOT OCCUR ON OR BEFORE THE ESCROW CLOSING DATE DUE TO BUYER'S DEFAULT, THEN SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE AMOUNT OF THE DEPOSIT IS THE REASONABLE ESTIMATE BY THE PARTIES OF THE DAMAGES SELLER WOULD SUFFER FROM SUCH DEFAULT, IT BEING AGREED THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE AND IMPRACTICABLE, TO FIX THE EXACT AMOUNT OF DAMAGE THAT WOULD BE INCURRED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER. UPON SUCH A DEFAULT BY BUYER, ESCROW SHALL BE CANCELED AND THE PARTIES SHALL PROCEED IN ACCORDANCE WITH SECTION 4.12 OF THIS AGREEMENT. IN ADDITION, IF ALL OR ANY PORTION OF THE DEPOSIT HAS BEEN DEPOSITED INTO ESCROW BY BUYER, ESCROW AGENT IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES FOR BUYER'S

DEFAULT UNDER THIS AGREEMENT AND FAILURE TO COMPLETE THE PURCHASE OF THE PREMISES, PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, *ET. SEQ.*

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Section 5.1 or Section 5.2 of this Agreement, as applicable.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 **Buyer Indemnification.** Buyer shall Indemnify the Seller Parties against any Claim related to this Agreement to the extent such Claim arises from: (a) any act, omission or negligence of the Buyer; (b) any agreements that Buyer (or anyone claiming by or through Buyer) makes with a Third Person regarding the property; (c) any worker's compensation claim or determination relating to any employee of Buyer or its contractors; or (d) any Environmental Claim attributable to any action or omission of Buyer.

5.5.2 **Independent of Insurance Obligations.** Buyer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Buyer's insurance or other obligations under this Agreement. Buyer's obligation to Indemnify the Seller Parties under this Agreement is independent of Buyer's insurance and other obligations under this Agreement. Buyer's compliance with Buyer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit or modify Buyer's indemnification obligations under this Agreement and are independent of Buyer's indemnification and other obligations under this Agreement.

5.5.3 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Buyer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.5.4 **Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to Indemnitee. If the Indemnitee, in good faith, determines that its interests are not adequately protected by being provided a defense by the Indemnitor, the Indemnitee (and the other Indemnified parties) may, at its election, conduct the defense or participate in the defense of any Claim related in any way to this indemnification. If the Indemnitee, on behalf of the

Indemnified parties, makes the foregoing election to conduct its own defense or obtain independent legal counsel in defense of any Claim related to this indemnification, then the Indemnitor shall pay all of the Legal Costs related thereto, including, without limitation, reasonable attorneys' fees and costs.

(c) *Cooperation.* The Indemnatee shall reasonably cooperate with the Indemnitor's defense of the Indemnatee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnatee. Any settlement shall procure a complete release of the Indemnatee from the subject Claims, shall not require the Indemnatee to make any payment to the claimant and shall provide that neither the Indemnatee, nor the Indemnitor on behalf of the Indemnatee, admits any liability.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties.

6.2.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in Section 6.2.2. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight delivery service or three (3) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party.

6.2.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date of this Agreement, are as follows:

To Buyer: Palm Plaza Associates, LLC
 Attn: Jim Reynolds
 4980 North Harbor Drive, Suite 203
 San Diego, California 92106

To Seller: City of National City
 1243 National City Boulevard
 National City, California 91950

Attention: City Manager

With a Copy to: Claudia Silva, City Attorney
City of National City
1243 National City Boulevard
National City, California 91950

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture or similar business arrangement, relationship or association between them.

6.4 Warranty Against Payment of Consideration for Agreement. Buyer represents and warrants to Seller that: (a) Buyer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Buyer and Third Persons to whom fees are paid for professional services related to the documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Buyer or any of Buyer's agents, employees or representatives to any elected or appointed official or employee of the Seller in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 6.4 shall entitle Seller to terminate this Agreement and cancel the Escrow (if open) upon seven (7) calendar days Notice to Buyer and, if the Escrow is open, to Escrow Agent. Upon any such termination of this Agreement, Buyer shall immediately refund any payments made to or on behalf of Buyer to Seller pursuant to this Agreement or otherwise related to the Property, any Approval or any CEQA Document, prior to the date of such termination.

6.5 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal or other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words "without limitation". Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)", except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. Every reference to a law, statute, regulation, order, form or similar governmental requirement refers

to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of San Diego, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within three (3) calendar days after such Party knows of any such Unavoidable Delay; and (b) within three (3) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall, except for a legal action described in Section 6.12 of this Agreement, in no event be longer than ninety (90) calendar days after written Notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay.

6.8.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR

DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized
Seller Representative(s)

Initials of Buyer

6.9 Tax Consequences. Buyer acknowledges and agrees that Buyer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Buyer related to this Agreement.

6.10 Real Estate Commissions.

6.10.1 **Seller Warranty.** Seller: (a) represents and warrants that Seller did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Seller; and (b) shall Indemnify Buyer against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.1.

6.10.2 **Buyer Warranty.** Buyer: (a) represents and warrants that Buyer did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Buyer; and (b) shall Indemnify Seller against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.2.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.12 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from each and every Third Person legal action related to Seller's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approvals (exclusive of legal actions alleging violation of Government Code Section 1090 by officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 4.13 of this Agreement; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.12 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election

pursuant to this Section 6.12 at least fifteen (15) calendar days before response to the legal action is required by Seller, prior to the Close of Escrow, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.12 and, following the Close of Escrow, Buyer shall be deemed to have elected to Indemnify Seller against such Third Person legal action pursuant to this Section 6.12, all without further Notice to or action by either Party. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.12, subject to Buyer completely performing Buyer's indemnity obligations for such legal action. Should Buyer elect or be deemed to elect to Indemnify Seller regarding a legal action subject to this Section 6.12, but fail to or stop providing such indemnification of Seller, then Seller shall have the right to terminate this Agreement or cancel the Escrow (or both) by Notice to Buyer and, if the Escrow is open, to the Escrow Agent. Nothing contained in this Section 6.12 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any Person for damages or other relief regarding an alleged or established failure of Seller to comply with the law. Any legal action that is subject to this Section 6.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.15 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Property.

6.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer.

6.17 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.18 City Manager Implementation. Seller shall implement this Agreement through the City Manager, acting on behalf of the Seller. The City Manager or his/her designee is hereby authorized by Seller to enter into agreements and sign documents referenced in this

Agreement or reasonably required to implement this Agreement on behalf of Seller, to issue approvals, interpretations or waivers, and to enter into certain amendments to this Agreement on behalf of Seller, to the extent that any such action(s) does/do not increase the monetary obligations of Seller. All other actions shall require the consideration and approval of the Seller's governing body, unless expressly provided otherwise by action of the Seller's governing body. Nothing in this Section 6.18 shall restrict the submission to the Seller's governing body of any matter within the City Manager's authority under this Section 6.18, in the City Manager's sole and absolute discretion, to obtain the Seller's governing body's express and specific authorization on such matter. The specific intent of this Section 6.18 is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager including, without limitation, any extension(s) granted pursuant to Section 4.9 of this Agreement, without consideration by Seller's governing body.

6.19 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.20 Counterparts. This Agreement shall be signed in three (3) triplicate originals, each of which is deemed to be an original.

6.21 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic mail shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

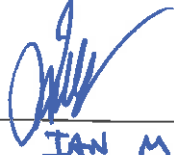
"SELLER"

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

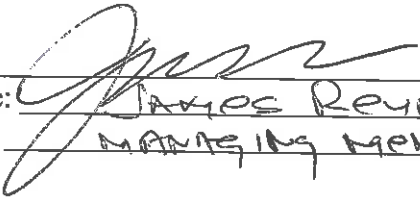
"BUYER"

PALM PLAZA ASSOCIATES, LLC, a
California limited liability company
**see notes below*

By: 
Name: IAN M. GILL
Title: MANAGING MEMBER

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: 
Name: JAMES REYNOLDS
Title: MANAGING MEMBER

APPROVED AS TO FORM:

By: _____
Name: Claudia Gacitua Silva
Title: City Attorney

**Notes: This document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.*

KANE, BALLMER & BERKMAN

By: _____
Name: _____
Title: Special Counsel

EXHIBIT "A"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1 of Parcel Map No. 13257 in the City of National City, filed in the Office of the County Recorder of San Diego County, May 8, 1894 as File No. 84-170925 of Official Records.

APN: 557-410-20

EXHIBIT A

EXHIBIT "B"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Grant Deed

[behind this page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of National City
1243 National City Boulevard
National City, California 91950
Attn: City Manager

MAIL TAX STATEMENTS TO:

PALM PLAZA ASSOCIATES, LLC,
a California limited liability company
Attn: Juan-Pablo Mariscal
3790 Via de la Valle, Suite 311
Del Mar, California 92014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 557-410-20

OFFICIAL BUSINESS

Document Exempt from Recording Fees
Per Government Code §§ 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ _____

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value of property conveyed less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF NATIONAL CITY, a California municipal corporation, herein called "**Grantor**", hereby grants to PALM PLAZA ASSOCIATES, LLC, a California limited liability company, herein called "**Grantee**", all right, title and interest of Grantor in that certain real property in the City of National City, County of San Diego, State of California, specifically described in Exhibit "A" attached hereto ("**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record and consistent with the obligations of the Grantee under the Purchase Agreement (defined below).

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors, assigns, and heirs of Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With Purchase Agreement. The Property is conveyed pursuant to that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions dated [REDACTED], 20[REDACTED] and entered into by and between Grantor (“Seller” therein) and Grantee (“Buyer” therein) (“**Purchase Agreement**”), a copy of which is on file in the offices of the City Clerk of Grantor as a public record and which is incorporated herein by reference. Purchase Agreement as used herein shall mean, refer to and include the Purchase Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments, modifications, supplements and attachments thereto or other documents expressly incorporated by reference in the Purchase Agreement. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the Purchase Agreement. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the permitted successors and assigns of the Grantee.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) (1) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code

and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

(b) (1) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee’s obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

[Signatures On Next Page]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 2016.

“GRANTOR”

“SELLER”

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Claudia Gacitua Silva
Title: City Attorney

[Signatures Continue On Next Page]

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the CITY OF NATIONAL CITY to PALM PLAZA ASSOCIATES, LLC, a California limited liability company, is hereby accepted by the undersigned officer on behalf of Grantee, through his or her signature below, subject to all of the matters hereinbefore set forth, and Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

**see notes below*

PALM PLAZA ASSOCIATES, LLC,
a California limited liability company

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

*Notes: This document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations’ Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

On _____, _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-----OPTIONAL-----

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Signer is Representing:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

□ Corporate Officer – Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

□ Corporate Officer – Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal) _____

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

EXHIBIT “A”

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1 of Parcel Map No. 13257 in the City of National City, filed in the Office of the County Recorder of San Diego County, May 8, 1894 as File No. 84-170925 of Official Records.

APN: 557-410-20

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting the findings made in the Summary Report pursuant to California General Code Section 52201 pertaining to the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Blvd. in

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting the findings made in the Summary Report pursuant to California General Code Section 52201 pertaining to the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Blvd. in National City to Palm Plaza Associates, LLC and approving a Real Property Purchase and Sale Agreement and Joint Escrow Instructions for said vacant land.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr. 

DEPARTMENT: Housing and Economic Development Dept.

PHONE: (619) 336-4391

APPROVED BY: 

EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

Finance

APPROVED: _____

MIS

Subject to the execution of a Compensation Agreement with the Affected Taxing Entities (ATEs), net proceeds from the sale of the property will be distributed among the ATEs as required by Health and Safety Code Section 34188. The City will receive 18% of net proceeds from the distribution.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(5) of the CEQA Guidelines is not subject to CEQA; and, the underlying project is exempt from CEQA for two reasons: 1) it requires only ministerial approval by the City (Public Resources Code section 21080(b)(1) and Guidelines 15268), and 2) it is an urban infill project (Guidelines section 15332).

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Public Notice
3. Summary Report
4. Purchase and Sale Agreement
5. Resolution

Explanation and Background Report

Public Hearing

The purpose of the public hearing is to allow the City Council and the public the opportunity to review and comment on the essential terms of a proposed Real Property Purchase and Sale Agreement and Escrow Instructions for the sale and conveyance of certain real property ("Property") located in the City of National City, California, with a street address of 1640 E. Plaza Blvd, (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"). The Agreement is included as Attachment No. 4 of this staff report.

Section 52201 Summary Report

A Summary Report was prepared in accordance with Section 52201 of the California Government Code in order to inform the City Council and the public about the proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions between the City of National City ("Seller") and Palm Plaza Associates, LLC ("Buyer"). The report outlines the potential costs of the sale, the estimated value of the interest in the property to be sold, and the economic opportunities resulting from the transaction. The report is included as Attachment No. 3 of this staff report.

Property History

The Property was once the site of a 70-unit Day's Inn hotel that was built in 1986 and closed approximately 16 years ago leaving a blighted and abandoned building. Under a put-option agreement with the Community Development Commission of the City of National City ("CDC"), National City Hotels acquired the Property in 2004 from Rex Investments for \$3,775,000 with the intent to develop commercial space and residential units by gaining the appropriate entitlements with assistance from the CDC. When National City Hotels was unable to obtain the entitlements needed and acquire the adjacent vacant property, they exercised the put-option agreement with the CDC. The Property was purchased by the CDC for \$4,394,343 in October 2005. The sales price was based on the value of an operable hotel and as part of the purchase, National City Hotels demolished the building leaving the Property vacant upon purchase. The Property was appraised by the CDC in 2006, after the demolition of the structure on the Property. The appraisal valued the land at \$2,135,000. However, later in 2006 the appraisal was revised to reflect a value of \$1,823,000 after the appraiser had the opportunity to review preliminary title reports and a parcel map with plotted easements.

The CDC entered an Exclusive Negotiating Agreement (ENA) with the Acevedo Group in January 2006. The ENA was assigned to Palm Plaza Associates, LLC (PPA) in June 2006. Since entering the ENA, PPA has owned a 1.144 acre parcel of land contiguous to the Property. A Purchase and Sale Agreement between Palm Plaza Associates, LLC and the CDC was contemplated since November 2009 for a sale amount of \$1,823,000 for the purpose on developing 72 for-sale residential units. However, the quick downturn in the economy impacted the value of the Property and feasibility of development. The Property was reappraised in January 2011 and valued at \$690,000. In the spring of

2011, PPA and the CDC renegotiated the price and terms for the purchase and sale of the Property reflecting the appraised value of \$690,000. However, the CDC and PPA were unable to consummate a Purchase and Sale Agreement due to the impending dissolution of the CDC by the State of California that prohibited entering into property disposition agreements at the time.

The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") indicated future development of the the Property in the Revised Long Range Property Management Plan (Revised LRPMP). The Revised LRPMP was approved in December 2015 by the State of California Department of Finance. The Property was appraised in February 2016 for a value of \$870,000. In accordance with the Revised LRPMP, the Property was transferred to the City for future development in May 2016 from the Successor Agency. Negotiations with PPA continued from where they had left off in 2011 and PPA has agreed to purchase the property at the appraised value of \$870,000 for the future development of approximately 72 multi-family housing units.

Public Notice Process

Notice of the public hearing was published in the San Diego Union Tribune on August 1, 2016 and August 8, 2016, as well as through the regular agenda notification process. The Public Notice is included as Attachment No. 2 of this staff report.

**LEGAL NOTICE
PUBLIC MEETING**

ACTIONS RELATING TO THE TRANSFER OF REAL PROPERTY IN THE CITY OF NATIONAL CITY TO PALM PLAZA ASSOCIATES, LLC PURSUANT TO A REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the CITY OF NATIONAL CITY will hold a public meeting on Tuesday, August 16, 2016, at 6:00 p.m. or soon thereafter, at City of National City, City Hall Council Chambers, located at 1243 National City Boulevard, National City, CA 91950. The public meeting is being conducted in accordance with California General Code Section 52201. The public meeting may be continued from time to time until completed. The public meeting may also be cancelled or set for another time in the future at any time until the scheduled meeting time.

The purpose of this public meeting is to discuss and consider the following items:

- The sale and conveyance of certain real property located in the City of National City, California, with a street address of 1640 E. Plaza Blvd, (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions.

Any and all persons who wish to speak on any issue related to any of the item to be discussed at the public meeting as listed above may appear at the public meeting and will be afforded an opportunity to speak.

Further information regarding the item to be discussed at the public meeting as listed above or this public meeting may be obtained by contacting Gregory Rose, at (619) 336-4266.

Copies of the Purchase and Sales Agreement and Economic Report are available at the office of the City Clerk (1243 National City Boulevard, National City, CA 91950).

NATIONAL CITY REDEVELOPMENT PROJECT

NATIONAL CITY, CALIFORNIA

**SUMMARY REPORT PERTAINING TO THE PROPOSED SALE
OF CERTAIN REAL PROPERTY WITHIN THE
NATIONAL CITY REDEVELOPMENT
PROJECT AREA**

California Government Code Section 52201

**PURSUANT TO THE PROPOSED
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

between

THE CITY OF NATIONAL CITY

and

PALM PLAZA ASSOCIATES, LLC

National City, California

August 2016

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I. INTRODUCTION

A. Purpose of Report

This Summary Report was prepared in accordance with Section 52201 of the California Government Code in order to inform the City of National City (Seller) and the public about the proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Agreement) between the Seller and Palm Plaza Associates, LLC (Buyer).

This Report and attached tables describe the transaction between the Seller and the Buyer. This Report specifies:

1. The costs to be incurred by the Seller under the Agreement;
2. The estimated value of the interest to be conveyed at the highest and best use permitted under the General Plan and Zoning Code;
3. The estimated value of the interest to be conveyed at the proposed use and with the conditions, covenants, and development costs required by the Agreement;
4. The compensation to be paid to the Seller pursuant to the proposed transaction;
5. An explanation of the difference, if any, between the compensation to be paid to the Seller under the proposed transaction, and the fair market value at the highest and best use consistent with the General Plan and Zoning Code; and
6. An explanation of why the Agreement will assist in the creation of economic opportunity.

B. Summary of Findings

The Seller engaged its economic consultant, Keyser Marston Associates, Inc. (KMA), to analyze the proposed financial terms. The principal KMA conclusions are summarized as follows:

- The estimated costs of the Agreement to the Seller total \$4,350,000.
- The estimated fair market value of the Property at its highest and best use is \$870,000.

- The estimated re-use value of the interest to be conveyed is \$870,000.
- The value of the compensation to be received by the Seller is \$870,000.

C. Description of Property and Proposed Development

The Property is located within the former National City Redevelopment Project Area (Project Area). Prior to the Statewide dissolution of redevelopment in 2012, the former Project Area encompassed approximately 2,000 acres of land area. The goals of the Redevelopment Plan (Plan) were to retain businesses and jobs in the area, create and improve public facilities in the area, and improve the supply of affordable, quality housing. Since the adoption of the Plan, numerous redevelopment ventures were carried out by the City's former redevelopment agency in partnership with private developer and non-profit partners.

The Property is a 1.07-acre parcel located at 1640 East Plaza Boulevard in National City. It was originally acquired by the Community Development Commission for redevelopment purposes. Following the dissolution of redevelopment, the Property was transferred to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency pursuant to Health and Safety Code Section 34172. Following State approval of the City's Long Range Property Management Plan (LRPMP), the Property was transferred from the Successor Agency to the City.

The Property is situated on the south side of Plaza Boulevard, east of Palm Avenue, and west of Interstate 805. The Property has an approximate 25-foot slope within the southwest corner of the parcel. The Buyer intends to combine the Property with a 1.14-acre Buyer-owned parcel at 1300 Palm Avenue, for a total combined development site of 2.21 acres. The Buyer plans to develop a 72-unit multi-family residential condominium development (Project) on the combined parcels.

D. Proposed Transaction Terms

This section summarizes the salient aspects of the proposed Agreement between the Seller and the Buyer.

- The Seller will convey the Property to the Buyer for \$870,000.
- The Buyer will accept the Property in an "as is" condition.

- The Buyer will construct 72 multi-family residential condominiums on the 2.21-acre site comprised of the Property and the Buyer's adjoining parcel. The Buyer will be responsible for the development, construction, and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

II. COSTS OF THE AGREEMENT TO THE SELLER

The estimated costs of the Agreement to the Seller total \$4,350,000, and include the following items:

Seller Costs	Amount
Property Acquisition	\$3,775,000
Third Party and Other Costs (1)	\$575,000
Total Seller Costs	\$4,350,000

The Property acquisition cost, and other maintenance and holding costs, were incurred by the Community Development Commission in its capacity as the City's former Redevelopment Agency.

(1) Per Seller, includes maintenance/holding costs, appraisals, escrow costs, fees paid to the previous property owner, franchise fees, inspection reports, other third party soft costs, and estimated budget for legal and economic consultants.

III. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE GENERAL PLAN AND ZONING CODE

This section presents an analysis of the fair market value of the Property at its highest and best use.

In appraisal terminology, the highest and best use is that use of the Property that generates the highest property value and is physically possible, financially feasible, and legally permitted. Therefore, value at highest and best use is based solely on the value created and not on whether or not that use carries out the revitalization goals and policies for the City of National City. According to the City's General Plan and Zoning Code, the Property is located within the Major Mixed-Use District (MXD-2). This zone allows for a Floor Area Ratio (FAR) of 3.5 for mixed-uses and 3.0 for single-uses. Residential density up to 75 units per acre is also allowed.

The Seller contracted with Hilco Real Estate Appraisal, LLC (Hilco) for an appraisal of the Property. The appraisal estimated the current market value of the subject Property as of January 25, 2016. Hilco concluded the fee simple market value of the Property, as vacant, to be \$870,000. This land value translates to \$19 per SF of site area.

KMA conducted an independent review of residential land sales of multi-family residential development sites in National City and surrounding communities from January 2014 to the present. As shown in Table 1, surveyed land sales ranged from \$9 to \$60 per SF of land, with median and average prices of \$20 and \$25 per SF, respectively. Most sales were concentrated between \$14 and \$27 per SF.

The comparable sales vary by city, site condition, status of entitlements, and prevailing market conditions at time of sale. Notably, the Property is centrally located within the South Bay, on a major commercial artery (Plaza Boulevard), in close proximity to Interstate 805. On the other hand, the steep sloped southwestern portion of the parcel reduces the useability of the Property. In view of these factors, KMA finds that the value of the Property falls slightly below the median/average prices for the surveyed comparable land sales, or say \$19 per SF.

In sum, KMA concurs with the appraised value for the Property at \$19 per SF of site area. On this basis, then, the KMA analysis concludes that the fair market value of the Property at its highest and best use is \$870,000.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE USE AND WITH THE CONDITIONS, COVENANTS, AND DEVELOPMENT COSTS REQUIRED BY THE AGREEMENT

This section explains the principal conditions and covenants which the Buyer of the Property must meet in order to comply with the Agreement. Re-use value is defined as the highest price in terms of cash or its equivalent which a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by the Agreement.

Since there are no extraordinary covenants, conditions, or restrictions stipulated in the Agreement, KMA concludes that the fair re-use of the Property is equal to its fair market value at highest and best use, or \$870,000.

V. COMPENSATION WHICH THE BUYER WILL BE REQUIRED TO PAY

The value of the compensation to be received by the Seller for the Property under the terms of the Agreement is \$870,000.

VI. EXPLANATION OF THE DIFFERENCE, IF ANY, BETWEEN THE COMPENSATION TO BE PAID TO THE SELLER BY THE PROPOSED TRANSACTION AND THE FAIR MARKET VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE CONSISTENT WITH THE GENERAL PLAN AND ZONING CODE

The fair market value of the interest to be conveyed at its highest and best use is \$870,000.

The value of the compensation to be received by the Seller is \$870,000.

The compensation to be paid to the Seller is equal to the fair market value of the interest to be conveyed at its highest and best use.

VII. EXPLANATION OF WHY THE SALE OF THE PROPERTY WILL CONTRIBUTE TO ECONOMIC OPPORTUNITY

Implementation of the proposed Agreement will contribute to economic opportunity in the immediate vicinity and the City as a whole. Specifically, development of the Project is anticipated to:

- Utilize a long-vacant property
- Generate both construction and ongoing employment
- Increase building fees, property taxes, and other revenues to the City
- Catalyze further development in the vicinity of the Project

VIII. LIMITING CONDITIONS

The estimates of re-use and fair market value at the highest and best use contained in this Summary Report assume compliance with the following assumptions:

1. There are no known soil or subsoil problems, including toxic or hazardous conditions on the Property that need to be remediated in order to develop the Property.
2. The ultimate development will not vary significantly from that assumed in this Summary Report.
3. The title of the property is good and marketable; no title search has been made, nor have we attempted to determine the ownership of the property. The value estimates are given without regard to any questions of title, boundaries, encumbrances, liens or encroachments. It is assumed that all assessments, if any are paid.
4. The Property will be in conformance with the applicable zoning and building ordinances.
5. Information provided by such local sources as governmental agencies, financial institutions, realtors, buyers, sellers, and others was considered in light of its source, and checked by secondary means.
6. If an unforeseen change occurs in the economy, the conclusions herein may no longer be valid.
7. The development will adhere to the schedule of performance described in the Agreement.
8. Both parties are well informed and well advised and each is acting prudently in what he/she considers his/her own best interest.

attachment

TABLE 1

MULTI-FAMILY RESIDENTIAL LAND SALES COMPARABLES, JANUARY 2014 TO PRESENT ⁽¹⁾

PALM PLAZA

CITY OF NATIONAL CITY

<u>Sale Date</u>	<u>Address</u>	<u>City</u>	<u>Sale Price</u>	<u>Acres</u>	<u>\$/SF</u>	<u># of Units</u>	<u>Density (DU/AC)</u>	<u>\$/Unit</u>
08/13/15	1105 National City Boulevard	National City	\$3,500,000	1.33	\$60	166	125	\$21,084
06/06/14	222 Church Avenue	Chula Vista	\$450,000	0.24	\$43	15	63	\$30,000
05/09/14	172 4th Avenue	Chula Vista	\$200,000	0.17	\$27	4 (2)	26	\$45,915
05/31/16	701 D St	Chula Vista	\$4,700,000	4.35	\$25	72 (2)	17	\$65,278
03/12/14	1455 Sheryl Lane	National City	\$1,750,000	1.89	\$21	70 (2)	37	\$25,000
10/02/15	2501 E 18th Street	National City	\$270,000	0.34	\$18	14 (2)	41	\$19,286
02/03/16	Santa Carolina Rd	Chula Vista	\$4,000,000	5.18	\$18	96	19	\$41,667
09/15/15	2604 Ridgeway Dr	National City	\$1,350,000	2.23	\$14	53	24	\$25,472
04/02/15	35th St @ J Street	San Diego	\$450,000	0.92	\$11	18	20	\$25,000
04/10/14	Smythe Avenue	San Diego	\$465,000	1.25	\$9	50	40	\$9,300
		Minimum	\$200,000	0.17	\$9	4	17	\$9,300
		Maximum	\$4,700,000	5.18	\$60	166	125	\$65,278
		Median	\$907,500	1.29	\$20	52	31	\$25,236
		Average	\$1,713,500	1.79	\$25	56	41	\$30,800

(1) Selected sales transactions for residential land in the South Bay area.

(2) KMA estimate based on Internet research and maximum allowable density as stated in each city's municipal code.

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

**1640 East Plaza Blvd., National City, CA
(APN # 557-410-20)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of _____, 2016, and is entered into by and between the CITY OF NATIONAL CITY, a California municipal corporation ("**City**" or "**Seller**"), and PALM PLAZA ASSOCIATES, LLC, a California limited liability company ("**Buyer**"). Seller and Buyer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**");

RECITALS

A. The Community Development Commission as the National City Redevelopment Agency ("**Redevelopment Agency**") owned that certain real property generally located at 1640 East Plaza Blvd. (Assessor's Parcel No. 557-410-20) within the City of National City, County of San Diego, State of California, as specifically described in Section 1 of this Agreement as the "**Property**"; and

B. Pursuant to California Health and Safety Code Section 34172, the Redevelopment Agency was dissolved by operation of law as of February 1, 2012, and pursuant to California Health and Safety Code Section 34173, Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Successor Agency**") became the successor agency and successor-in-interest to the Redevelopment Agency, confirmed by Resolution No. 2012-15 adopted on January 10, 2012, by the City Council of the City; and

C. In accordance with California Health and Safety Code Section 34191.5, the Property was listed on Successor Agency's Long Range Property Management Plan ("**LRPMP**"), which provides that the Property will be transferred to and retained by the City for future development, and the LRPMP has been approved by the Oversight Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Oversight Board**") and the California Department of Finance; and

D. At its regular meeting on May 17, 2016, the City of National City met and pursuant to Resolution No. 2016-70 accepted the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

E. At its regular meeting on May 17, 2016, the Successor Agency met and pursuant to Resolution No. 2016-77 approved the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

F. At its regular meeting on May 18, 2016, the Oversight Board met and pursuant to Resolution No. 2016-04 approved and directed the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

G. The Successor Agency has transferred (or will transfer prior to or concurrently with the Close of Escrow) the Property to the City; and

H. Buyer has made an offer to purchase the Property from Seller at the Property's current fair market value, and Seller desires to sell the Property to Buyer pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS OF SELLER AND BUYER SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, SELLER AND BUYER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence, means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. It shall also be a presumption that the manager of a limited liability company controls such limited liability company.

1.1.2 **Agreement.** This Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Seller and Buyer, including all of the attached Exhibits.

1.1.3 **Approval.** Any approval, consent, certificate, ruling, authorization, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to complete the purchase and sale of the Property.

1.1.4 **Bankruptcy Law.** Title 11 of the United State Code or any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.5 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.6 **Business Day.** Any weekday on which the Seller is open to conduct regular governmental functions.

1.1.7 **Buyer.** Palm Plaza Associates, LLC, a California limited liability company, and any permitted assignee of or successor to the rights, powers, or responsibilities of Buyer under this Agreement.

1.1.8 **Buyer Title Policy.** A standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to Permitted Exceptions.

1.1.9 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* and implementing regulations contained in Title 14, Chapter 3, Section 15000, *et seq.* of the California Code of Regulations.

1.1.10 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.

1.1.11 **City or Seller.** The City of National City, a California municipal corporation, and any permitted assignee of or successor to the rights, powers, or responsibilities of Seller under this Agreement.

1.1.12 **City Manager.** The City Manager of Seller or his or her designee or successor in function.

1.1.13 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if an Indemnitor improperly fails to provide a defense for an Indemnatee, then Legal Costs of the Indemnatee) and any judgment.

1.1.14 **Close of Escrow.** The first date on which the Escrow Agent has filed the Grant Deed with the County for recording in the official records of the County.

1.1.15 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership or Equity

Interests, by contract or otherwise.

1.1.16 **County.** The County of San Diego, California.

1.1.17 **Default.** An Escrow Default, a Monetary Default, or a Non-Monetary Default.

1.1.18 **Default Interest.** Interest at an annual rate equal to the lesser of (a) eight percent (8%) per annum; or (b) the Usury Limit.

1.1.19 **Deposit.** Twenty Thousand and No/100 Dollars (\$20,000).

1.1.20 **Due Diligence Materials.** All of the following: (a) the Preliminary Report; (b) any and all environmental reports relating to the Property in the possession of Seller; and (iii) copies of any and all material documents that pertain to the physical condition of the Property in the possession of Seller.

1.1.21 **Due Diligence Period.** The period of time commencing upon the Effective Date and expiring ninety (90) days thereafter.

1.1.22 **Effective Date.** Defined in Section 2 of this Agreement.

1.1.23 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements or expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

1.1.22 **Environmental Laws.** All Federal, State, local (including City) laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government authority, now in effect or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C. § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C. § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C. § 1251 *et seq.*]; the Toxic Substances Control Act ("TSCA") [15 U.S.C. § 2601 *et seq.*]; the Hazardous Materials Transportation Act ("HMTA") [49 U.S.C. § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. § 6901 *et seq.*]; the Clean Air Act [42 U.S.C. § 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. § 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. § 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. § 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code § 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code

§ 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code § 13000 *et seq.*]; together with any regulations promulgated under the authorities referenced in this Section.

1.1.23 Equity Interest. All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.24 Escrow. An escrow, as defined in California Civil Code Section 1057 and California Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the sale of the Property from Seller to Buyer pursuant to this Agreement.

1.1.25 Escrow Agent. Carla Burchard, Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.26 Escrow Closing Date. Subject to the immediately following paragraph and subject to satisfaction (or waiver by the benefitted Party or Parties) of all of the conditions to closing set forth in Sections 4.4 and 4.5, unless extended by the Parties as set forth in Section 4.9 below, the Escrow Closing Date shall occur on or before one hundred eighty (180) days following the Effective Date.

In the event the condition set forth in Section 4.5.1 below has not been satisfied in time for the Close of Escrow to occur on or before one hundred eighty (180) days following the Effective Date, the outside Escrow Closing Date provided for in the preceding paragraph shall be extended from one hundred eighty (180) days following the Effective Date to the date that is two (2) weeks after the Parties receive notice that the condition set forth in Section 4.5.1 has been satisfied or June 30, 2017, whichever date is earlier. There shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date.

1.1.27 Escrow Closing Statement. A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.28 Escrow Default. The unexcused failure of a Party to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.1.29 Escrow Opening Date. The first date on which a copy of this Agreement, signed by both Seller and Buyer, is deposited with the Escrow Agent, as provided in Section 3.1 of this Agreement.

1.1.30 Event of Default. The occurrence of any one or more of the following:

(a) **Monetary Default.** A Monetary Default that continues for fifteen (15) calendar days after Notice to the Party in Default, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such amount or the bond, surety, or

insurance not provided;

(b) *Escrow Closing Default.* An Escrow Default that continues for seven (7) calendar days after Notice to the Party in Default, specifying in reasonable detail the document or funds not submitted to the Escrow Agent;

(c) *Bankruptcy or Insolvency.* Buyer admits in writing that Buyer is unable to pay Buyer's debts as they become due or Buyer becomes subject to any Bankruptcy Proceeding, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Buyer's assets or Buyer's interest in this Agreement or the Property;

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms or conditions of this Agreement;

(e) *Non-Monetary Default.* Any Non-Monetary Default, other than those specifically addressed in Subsections (c) or (d) above, that is not cured within fifteen (15) calendar days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of such a Non-Monetary Default that cannot with reasonable diligence be cured within fifteen (15) calendar days after the effective date of such Notice, an Event of Default shall occur, if the Party in Default does not do all of the following: (a) within fifteen (15) calendar days after Notice of such Non-Monetary Default, advise the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such fifteen (15) calendar day period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.31 **Federal.** The federal government of the United States of America.

1.1.32 **FIRPTA Affidavit.** A certification that Seller is not a "foreign person" within the meaning of such term under Section 1445 of the United States Internal Revenue Code.

1.1.33 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.34 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence. It is acknowledged that Seller is a form of Government.

1.1.36 **Grant Deed.** A grant deed conveying Seller's interest in the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of **Exhibit "B"** attached to this Agreement and incorporated herein by this reference.

1.1.37 **Hazardous Substance.** Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, petroleum, petroleum product and any

“hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.1.38 Hazardous Substance Discharge. Any deposit, discharge, generation, release or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from any construction, installation, use or operation or other activities conducted at, on, under or from the Premises, whether or not caused by a Party.

1.1.39 Indemnify. Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and protect, defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.40 Indemnitee. Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.41 Indemnitor. A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.42 Law. Every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Government applicable to the Property, in any way, including relating to any development, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or otherwise relating to this Agreement or any

Party's rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.1.43 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to be reimbursed for its Legal Costs, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.44 **Lender.** The holder of any Security Instrument and the successors and assigns of such holder.

1.1.45 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, bond, surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.46 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of such Party's obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by a Party.

1.1.47 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.48 **Notice of Default.** Any Notice claiming or giving Notice of a Default.

1.1.49 **Notify.** To give a Notice.

1.1.50 **Parties.** Collectively, Seller and Buyer.

1.1.51 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.52 **Permitted Exception.** All of the following: (a) the printed exceptions and exclusions in the Buyer Title Policy; (b) all items shown in the Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy approved by Buyer, or deemed approved by Buyer, as provided in 3.3.3 below; (c) any lien for non-delinquent property taxes or assessments; (d) any Laws applicable to the Property; (e) this Agreement; (f) any existing improvements on the Property; (g) any other document or encumbrance expressly required or allowed to be recorded against the Property pursuant to the terms of this Agreement; and (h) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other matters of record or that would be disclosed by an accurate inspection or survey of the Property.

1.1.55 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.56 **Preliminary Report.** A preliminary report issued by the Title Company in contemplation of the issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in the preliminary report as exceptions to coverage under the proposed Buyer Title Policy.

1.1.57 **Project.** A seventy-two (72) unit multifamily residential condominium project to be developed and constructed on the Property which shall include the development, construction and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

1.1.58 **Property.** That certain real property specifically described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference.

1.1.59 **Purchase Price.** Eight Hundred Seventy Thousand and No/100 Dollars (\$870,000), which is the fair market value of the Property as of February 29, 2016, pursuant to that certain appraisal report conducted by Kent Carpenter of Hilco Valuation Services.

1.1.60 **Real Estate Taxes.** All general and special real estate taxes (including taxes on fixtures and equipment, sales taxes, use taxes and the like), supplemental taxes, possessory interest taxes, special taxes imposed pursuant to a special taxing district, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever regarding the Property that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Property.

1.1.61 **Seller Parties.** Collectively, the Seller, the Seller's governing body, and the Seller's elected officials, employees, agents and attorneys.

1.1.62 **State.** The State of California.

1.1.63 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.64 **Title Company.** Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.65 **Transfer.** Regarding any property, right or obligation, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable

interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses (b) or (c) above of this Section, shall be deemed a Transfer by Buyer, even though Buyer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received Notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in the form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to a Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.1.66 Unavoidable Delay. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters or inability to obtain required materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.67 Usury Limit. The highest rate of interest, if any, that Law allows under the circumstances.

2. EFFECTIVE DATE

This Agreement shall become effective on the date on which both of the following have occurred ("**Effective Date**"): (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; and (b) this Agreement has been approved by Seller's governing body and executed by Seller's City Manager.

3. PURCHASE AND SALE OF PREMISES

3.1 Escrow. Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase and acquire fee title to the Property from Seller, subject to the Permitted Exceptions and the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale of the Property from Seller to Buyer and the purchase of the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 4 of this Agreement are, and shall constitute, the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

3.2 Consideration. Buyer shall purchase the Property from Seller for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer shall deposit the Purchase Price into the Escrow, as follows:

3.2.1 Deposit. Upon the Escrow Opening Date, Buyer shall deposit the Deposit into the Escrow. The Deposit shall initially be refundable until the due diligence

condition of Section 3.3 is satisfied, and thereafter shall be non-refundable unless this Agreement is thereafter terminated due to a Seller default, the failure of a Buyer's condition to Close of Escrow, a termination of this Agreement not due to Buyer's default, or as otherwise expressly provided in this Agreement. The Deposit shall be held in Escrow until the Close of Escrow and shall be applied to the Purchase Price.

3.2.2 Remaining Purchase Price. At least one (1) Business Day before the Escrow Closing Date, Buyer shall deposit into the Escrow the amount of the Purchase Price less the amount of the Deposit.

3.2.3 Independent Consideration. Notwithstanding any other provision of this Agreement to the contrary, the sum of One Hundred and No/100 Dollars (\$100.00) out of the Deposit shall be paid by Escrow to Seller immediately following Escrow's receipt of the Deposit as "Independent Consideration" for the execution of this Agreement and the rights of Buyer granted herein, which said Independent Consideration shall be paid to Seller in all instances, upon execution hereof is fully earned, shall be applied against the Purchase Price and is not refundable for any reason, notwithstanding anything herein to the contrary. All references to Deposit herein shall mean the Deposit, less the Independent Consideration.

3.3 Due Diligence.

3.3.1 To the extent in Seller's possession, immediately following the Effective Date Seller shall deliver to Buyer, without any representation or warranty by Seller, the Due Diligence Materials (except for the Preliminary Report, which shall be provided by the Title Company).

3.3.2 Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, any environmental reports, soils inspection, conditions of title, zoning, surveys, the Due Diligence Materials, and all other reports as Buyer may deem necessary or appropriate in connection with this Agreement. In the event Buyer finds the Property unsatisfactory for any reason, then prior to the expiration of the Due Diligence Period Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.3 If, prior to the expiration of the Due Diligence Period, Buyer disapproves by a writing delivered to Seller any matters of title shown in the Preliminary Report, then Seller may, within fourteen (14) business days after its receipt of Buyer's notice of disapproval, elect in writing to eliminate or ameliorate to Buyer's satisfaction the disapproved title matters. Failure of Buyer to give disapproval of any matters of title shown in the Preliminary Report on or before the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of all matters of title in the Preliminary Report. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved matters of title

shown in the Preliminary Report, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent: (a) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.4 Upon the Effective Date of this Agreement until the expiration of the Due Diligence Period, subject to the provisions of this Section, Buyer may enter upon the Property to conduct any investigation, test, study or analysis related to the development of the Project. Buyer shall pay all costs with respect to such studies and tests and shall be solely responsible for the disposal of any soil samples (including any Hazardous Substance or other wastes in these samples), which obligation shall survive the termination of this Agreement. Buyer shall exercise due care, follow best commercial practices in connection with such entry and testing, and shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property. Prior to any entry onto the Property, Buyer shall obtain and maintain, and shall require that its agents, consultants, contractors and representatives (collectively, the "Agents") to obtain and maintain in full force during the term of this Agreement, at Buyer's sole cost and expense, a policy of comprehensive liability insurance including property damage, with limits of at least \$2M per occurrence/\$4M aggregate, which will insure The City of National City, its elected officials, officers, agents and employees against liability for injury to persons, damage to property, and death of any person arising in connection with Buyer or its Agents entry upon the Property and/or conducting of tests or studies thereon. Prior to any entry onto the Property, the policy shall be approved in writing as to form and insurance (including approval of the insurance company) by the City. Buyer shall provide City with a copy of any insurance policy required hereunder, including an endorsement that states that the policy will not be cancelled except after thirty (30) days' notice in writing to City and names the additional insureds as required herein. Buyer shall provide City with evidence of such insurance coverage prior to any entry onto the Property by Buyer or its Agents. Prior to each and every entry onto the Property, Buyer shall provide City with not less than 48 hours prior written notice of Buyer or its Agents intended entry upon the Property and/or conducting of tests or studies thereon. Following any such tests or studies, Buyer shall leave the Property in substantially similar condition as of the Effective Date of this Agreement, and Buyer shall indemnify, defend and hold harmless City and its officers, members, employees and agents and the Property from and against any liabilities, claims, damages (including injury or damage to person or property), losses, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) relating to or resulting from the entry, inspections and studies conducted by Buyer and its Agents on, under, or about the Property. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.3.5 If, prior to the expiration of the Due Diligence Period, Buyer disapproves of the condition of the Property, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow

and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.6 In the event of a termination of this Agreement pursuant to this Section, notwithstanding any other provision of this Agreement to the contrary, Buyer shall pay all escrow fees and costs.

3.4 “AS-IS” Acquisition. The Close of Escrow shall evidence Buyer’s unconditional and irrevocable acceptance of the Property in the Property’s AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property or the existence or absence of Hazardous Substances affecting the Property and with full knowledge of the physical condition of the Property, the nature of Seller’s interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall further constitute Buyer’s representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property; (b) Buyer is relying entirely on Buyer’s experience, expertise and Buyer’s own inspection of the Property in the Property’s current state in proceeding with acquisition of the Property; (c) Buyer accepts the Property in the Property’s present condition; (d) to the extent that Buyer’s own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (e) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller’s agents of the truth of all facts material to Buyer’s acquisition of the Property pursuant to this Agreement; and (f) the Property is being acquired by Buyer as a result of Buyer’s own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller’s agents relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. Seller hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

3.5 Reservations. The approval of this Agreement by Seller shall not be binding on the City Council of the City or any commission, committee, board or body of the City regarding any other Approvals required by such bodies. No action by Seller with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required Approvals regarding the Property or Buyer.

3.6 Non-Discrimination.

3.6.1 Buyer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those

bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Buyer itself, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

3.6.2 Buyer herein further covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities.

3.6.3 Buyer understands and agrees that violation of any Subsection of this Section 3.6 shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions.

3.7 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

3.7.1 (a) (1) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

3.7.2 (a) (1) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to

the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3.7.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3.8 Effect and Duration of Covenants. The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Buyer, or if the Buyer is no longer the owner, then against its successors in interest, assigns and heirs. Unless set forth otherwise, the covenants described in Section 3.7 shall commence upon the Close of Escrow and shall be set forth and shall run for the time periods set forth in the applicable Grant Deed.

4. JOINT ESCROW INSTRUCTIONS

4.1 Opening of Escrow. The purchase and sale of the Property shall take place through the Escrow to be conducted by Escrow Agent. Escrow shall be deemed opened when a fully signed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall confirm the Escrow Opening Date in writing to each of the Parties, with a copy of the Escrow Agent Consent signed by the authorized representative(s) of the Escrow Agent.

4.2 Escrow Instructions. This Section 4 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the purchase and sale of the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow

Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control.

4.3 Escrow Agent Authority. Seller and Buyer authorize Escrow Agent to:

4.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

4.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

4.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

4.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one original of the same document.

4.4 Buyer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to purchase the Property from Seller on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions on or before the Escrow Closing Date:

4.4.1 **Title Policy.** Title Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.4.2 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 4.7 of this Agreement;

4.4.4 **Settlement/Closing Statement.** Buyer reasonably approves Buyer's Escrow Closing Statement; and

4.4.5 **Seller Pre-Closing Obligations.** Seller performs all of Seller's material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

4.5 Seller's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to sell the Property to Buyer on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent on or before the Escrow Closing Date:

4.5.1 Compensation Agreement. Approval and full execution of a compensation agreement by each and every affected taxing entity as set forth in the LRPMP;

4.5.2 Building Permit. Buyer obtains a building permit from the City of National City for the development of the Project;

4.5.3 CEQA Documents. Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.5.4 Buyer Escrow Deposits. Buyer deposits all of the items into Escrow required by Section 4.6 of this Agreement;

4.5.5 Settlement/Closing Statement. Seller reasonably approves Seller's Escrow Closing Statement; and

4.5.6 Title Policy. The Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.5.7 Buyer Pre-Closing Obligations. Buyer performs all of Buyer's material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

4.6 Buyer's Escrow Deposits. Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to Seller, at least one (1) Business Day prior to the Escrow Closing Date:

4.6.1 Closing Funds. All amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow;

4.6.2 Certificate of Grant Deed Acceptance. The Certificate of Acceptance attached to the Grant Deed signed by Buyer in recordable form;

4.6.3 Escrow Closing Statement. The Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer; and

4.6.4 Other Reasonable Items. Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not previously been delivered by Buyer.

4.7 Seller's Escrow Deposits. Seller shall deposit the following documents into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Escrow Closing Date:

4.7.1 Grant Deed. The Grant Deed signed by the authorized representative(s) of Seller in recordable form;

4.7.2 Escrow Closing Statement. The Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

4.7.3 FIRPTA Affidavit. A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the form used by the Escrow Agent;

4.7.4 Form 593. A Form 593 signed by the authorized representative(s) of Seller; and

4.7.5 Other Reasonable Items. Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not been previously delivered by Seller.

4.8 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 4.6 of this Agreement, and each of Seller's Escrow deposits as set forth in Section 4.7 of this Agreement, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 4.4 and 4.5, respectively, are satisfied or waived. Upon Escrow Agent's receipt of written confirmation from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

4.8.1 Recording and Distribution of Documents. Escrow Agent shall cause the following documents to be filed with the Recorder of the County for recording in the official records of the County regarding the Property in the following order of priority at Close of Escrow: (a) the Grant Deed; and (b) any other documents to be recorded regarding the Property through the Escrow upon the joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording with in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording by Escrow Agent pursuant to this Agreement shall show all recording information. The Parties intend and agree that this Section 4.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior to junior interests, in the order provided in this Section 4.8.1;

4.8.2 Funds. Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer, respectively;

4.8.3 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service;

4.8.4 Form 593. File the Form 593 with the California Franchise Tax Board; and

4.8.5 Title Policy. Obtain from the Title Company and deliver to Buyer the Buyer Title Policy issued by the Title Company, with a copy delivered to Seller.

4.9 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. The City Manager in his or her sole and absolute discretion, acting on behalf of the Seller, is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of Seller up to a maximum time period extension of ninety (90) days in the aggregate; provided that there shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date set forth in Section 1.1.26. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 4.13 of this Agreement. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement pursuant to this Section 4.9, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 4.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

4.10 Escrow Costs. Escrow Agent shall Notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both Seller and Buyer at least four (4) Business Days prior to the Escrow Closing Date. Each Party shall pay its own costs and expenses arising in connection with the Close of Escrow (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("**Closing Costs**"), which shall be allocated between the Parties as follows:

(a) Escrow Agent charges for the conduct of the Escrow shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer;

(b) The cost of the Buyer Title Policy attributable to the standard coverage portion shall be paid by Seller;

(c) The cost of the Buyer Title Policy attributable to the extended coverage portion or any additional coverage and any endorsements shall be paid by Buyer;

(d) The cost of any and all State, County, or City documentary stamps or transfer taxes regarding the conveyance of the Property through the Escrow shall be paid by Buyer;

(e) The cost of any recording fees in connection with the recording of any documents in the official records of the County for the Close of Escrow and any and all other charges, fees, and taxes levied by each and every Government relative to the conveyance of the Property through Escrow shall be paid by Buyer;

(f) Ad valorem taxes and assessments, if any, upon the Property, prior to the conveyance of title of the Property to Buyer shall be paid by Seller, and after the conveyance of title of the Property to Buyer shall be paid by Buyer consistent with Section 4.11 of this Agreement; and

(g) All other closing fees and costs shall be charged to and paid by Seller and Buyer in accordance with customary practices in the County.

4.11 Allocation of Taxes. Real Estate Taxes relating to the Property, if any, shall be prorated between Seller and Buyer as of Midnight on the date prior to the Close of Escrow.

4.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. Except as set forth in Section 3.3., above, if the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

4.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

4.13.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent;

4.13.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Agent (if any) or within twenty (20) calendar days following Notice of termination, whichever is earlier: (a) Buyer or Escrow Agent shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent, respectively, regarding the Property or the Escrow; (b) Seller or Escrow Agent shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent, respectively, regarding the Property or the Escrow; (c) Escrow Agent shall, unless otherwise expressly provided in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Sections 3.3 and 4.12 of this Agreement; and (d) Escrow Agent shall, unless otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 4.12 of this Agreement.

4.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent

shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with the Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

4.15 Condemnation. If any material portion of the Property, or any interest in any portion of the Property, is taken by condemnation prior to the Close of Escrow by any condemning authority other than Seller, including, without limitation, the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, commenced by any governmental authority, other than Seller, Seller shall immediately give Buyer Notice of such occurrence, and Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such Notice from Seller, to either: (i) terminate this Agreement; or (ii) continue with this Agreement in accordance with its terms, in which event Seller shall assign to Buyer any right of Seller to receive any condemnation award attributable to the Property.

5. REMEDIES AND INDEMNITY

5.1 BUYER'S RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES.

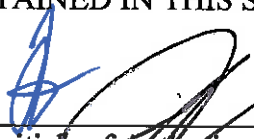
5.1.1 **ELECTION OF REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER SHALL BE LIMITED TO EITHER OF THE FOLLOWING REMEDIES: (1) AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT; OR (2) TERMINATION OF THIS AGREEMENT AND AN ACTION TO RECOVER THE DEPOSIT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING THE AMOUNT SET FORTH IN THIS SECTION 5.1.1, ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.1.2 **WAIVER OF RIGHTS.** SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, OTHER THAN SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE AMOUNT SPECIFIED IN CLAUSE "(2)" OF SECTION 5.1.1 OF THIS AGREEMENT. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.1.1 OF THIS AGREEMENT ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER. BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES AGAINST SELLER ARISING FROM OR RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 5.1.1 OF THIS AGREEMENT.

5.1.3 CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. BUYER ACKNOWLEDGES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.1.4 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1.



 Initials of Authorized
 Buyer representative(s)

5.1.5 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.1, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2 LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW DOES NOT OCCUR ON OR BEFORE THE ESCROW CLOSING DATE DUE TO BUYER'S DEFAULT, THEN SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE AMOUNT OF THE DEPOSIT IS THE REASONABLE ESTIMATE BY THE PARTIES OF THE DAMAGES SELLER WOULD SUFFER FROM SUCH DEFAULT, IT BEING AGREED THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE AND IMPRACTICABLE, TO FIX THE EXACT AMOUNT OF DAMAGE THAT WOULD BE INCURRED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER. UPON SUCH A DEFAULT BY BUYER, ESCROW SHALL BE CANCELED AND THE PARTIES SHALL PROCEED IN ACCORDANCE WITH SECTION 4.12 OF THIS AGREEMENT. IN ADDITION, IF ALL OR ANY PORTION OF THE DEPOSIT HAS BEEN DEPOSITED INTO ESCROW BY BUYER, ESCROW AGENT IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES FOR BUYER'S

DEFAULT UNDER THIS AGREEMENT AND FAILURE TO COMPLETE THE PURCHASE OF THE PREMISES, PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, *ET. SEQ.*

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Section 5.1 or Section 5.2 of this Agreement, as applicable.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 **Buyer Indemnification.** Buyer shall Indemnify the Seller Parties against any Claim related to this Agreement to the extent such Claim arises from: (a) any act, omission or negligence of the Buyer; (b) any agreements that Buyer (or anyone claiming by or through Buyer) makes with a Third Person regarding the property; (c) any worker's compensation claim or determination relating to any employee of Buyer or its contractors; or (d) any Environmental Claim attributable to any action or omission of Buyer.

5.5.2 **Independent of Insurance Obligations.** Buyer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Buyer's insurance or other obligations under this Agreement. Buyer's obligation to Indemnify the Seller Parties under this Agreement is independent of Buyer's insurance and other obligations under this Agreement. Buyer's compliance with Buyer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit or modify Buyer's indemnification obligations under this Agreement and are independent of Buyer's indemnification and other obligations under this Agreement.

5.5.3 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Buyer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.5.4 **Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to Indemnitee. If the Indemnitee, in good faith, determines that its interests are not adequately protected by being provided a defense by the Indemnitor, the Indemnitee (and the other Indemnified parties) may, at its election, conduct the defense or participate in the defense of any Claim related in any way to this indemnification. If the Indemnitee, on behalf of the

Indemnified parties, makes the foregoing election to conduct its own defense or obtain independent legal counsel in defense of any Claim related to this indemnification, then the Indemnitor shall pay all of the Legal Costs related thereto, including, without limitation, reasonable attorneys' fees and costs.

(c) *Cooperation.* The Indemnatee shall reasonably cooperate with the Indemnitor's defense of the Indemnatee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnatee. Any settlement shall procure a complete release of the Indemnatee from the subject Claims, shall not require the Indemnatee to make any payment to the claimant and shall provide that neither the Indemnatee, nor the Indemnitor on behalf of the Indemnatee, admits any liability.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties.

6.2.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in Section 6.2.2. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight delivery service or three (3) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party.

6.2.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date of this Agreement, are as follows:

To Buyer: Palm Plaza Associates, LLC
 Attn: Jim Reynolds
 4980 North Harbor Drive, Suite 203
 San Diego, California 92106

To Seller: City of National City
 1243 National City Boulevard
 National City, California 91950

Attention: City Manager

With a Copy to: Claudia Silva, City Attorney
City of National City
1243 National City Boulevard
National City, California 91950

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture or similar business arrangement, relationship or association between them.

6.4 Warranty Against Payment of Consideration for Agreement. Buyer represents and warrants to Seller that: (a) Buyer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Buyer and Third Persons to whom fees are paid for professional services related to the documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Buyer or any of Buyer's agents, employees or representatives to any elected or appointed official or employee of the Seller in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 6.4 shall entitle Seller to terminate this Agreement and cancel the Escrow (if open) upon seven (7) calendar days Notice to Buyer and, if the Escrow is open, to Escrow Agent. Upon any such termination of this Agreement, Buyer shall immediately refund any payments made to or on behalf of Buyer to Seller pursuant to this Agreement or otherwise related to the Property, any Approval or any CEQA Document, prior to the date of such termination.

6.5 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal or other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words "without limitation". Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)", except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. Every reference to a law, statute, regulation, order, form or similar governmental requirement refers

to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of San Diego, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within three (3) calendar days after such Party knows of any such Unavoidable Delay; and (b) within three (3) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall, except for a legal action described in Section 6.12 of this Agreement, in no event be longer than ninety (90) calendar days after written Notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay.

6.8.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR

DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized
Seller Representative(s)

Initials of Buyer

6.9 Tax Consequences. Buyer acknowledges and agrees that Buyer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Buyer related to this Agreement.

6.10 Real Estate Commissions.

6.10.1 **Seller Warranty.** Seller: (a) represents and warrants that Seller did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Seller; and (b) shall Indemnify Buyer against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.1.

6.10.2 **Buyer Warranty.** Buyer: (a) represents and warrants that Buyer did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Buyer; and (b) shall Indemnify Seller against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.2.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.12 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from each and every Third Person legal action related to Seller's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approvals (exclusive of legal actions alleging violation of Government Code Section 1090 by officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 4.13 of this Agreement; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.12 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election

pursuant to this Section 6.12 at least fifteen (15) calendar days before response to the legal action is required by Seller, prior to the Close of Escrow, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.12 and, following the Close of Escrow, Buyer shall be deemed to have elected to Indemnify Seller against such Third Person legal action pursuant to this Section 6.12, all without further Notice to or action by either Party. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.12, subject to Buyer completely performing Buyer's indemnity obligations for such legal action. Should Buyer elect or be deemed to elect to Indemnify Seller regarding a legal action subject to this Section 6.12, but fail to or stop providing such indemnification of Seller, then Seller shall have the right to terminate this Agreement or cancel the Escrow (or both) by Notice to Buyer and, if the Escrow is open, to the Escrow Agent. Nothing contained in this Section 6.12 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any Person for damages or other relief regarding an alleged or established failure of Seller to comply with the law. Any legal action that is subject to this Section 6.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.15 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Property.

6.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer.

6.17 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.18 City Manager Implementation. Seller shall implement this Agreement through the City Manager, acting on behalf of the Seller. The City Manager or his/her designee is hereby authorized by Seller to enter into agreements and sign documents referenced in this

Agreement or reasonably required to implement this Agreement on behalf of Seller, to issue approvals, interpretations or waivers, and to enter into certain amendments to this Agreement on behalf of Seller, to the extent that any such action(s) does/do not increase the monetary obligations of Seller. All other actions shall require the consideration and approval of the Seller's governing body, unless expressly provided otherwise by action of the Seller's governing body. Nothing in this Section 6.18 shall restrict the submission to the Seller's governing body of any matter within the City Manager's authority under this Section 6.18, in the City Manager's sole and absolute discretion, to obtain the Seller's governing body's express and specific authorization on such matter. The specific intent of this Section 6.18 is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager including, without limitation, any extension(s) granted pursuant to Section 4.9 of this Agreement, without consideration by Seller's governing body.

6.19 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.20 Counterparts. This Agreement shall be signed in three (3) triplicate originals, each of which is deemed to be an original.

6.21 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic mail shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

"SELLER"

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

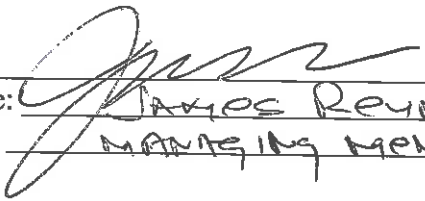
"BUYER"

PALM PLAZA ASSOCIATES, LLC, a
California limited liability company
**see notes below*

By: 
Name: IAN M. GILL
Title: MANAGING MEMBER

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: 
Name: JAMES REYNOLDS
Title: MANAGING MEMBER

APPROVED AS TO FORM:

By: _____
Name: Claudia Gacitua Silva
Title: City Attorney

**Notes: This document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.*

KANE, BALLMER & BERKMAN

By: _____
Name: _____
Title: Special Counsel

EXHIBIT "A"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1 of Parcel Map No. 13257 in the City of National City, filed in the Office of the County Recorder of San Diego County, May 8, 1894 as File No. 84-170925 of Official Records.

APN: 557-410-20

EXHIBIT A

EXHIBIT "B"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Grant Deed

[behind this page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of National City
1243 National City Boulevard
National City, California 91950
Attn: City Manager

MAIL TAX STATEMENTS TO:

PALM PLAZA ASSOCIATES, LLC,
a California limited liability company
Attn: Juan-Pablo Mariscal
3790 Via de la Valle, Suite 311
Del Mar, California 92014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 557-410-20

OFFICIAL BUSINESS

Document Exempt from Recording Fees
Per Government Code §§ 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ _____

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value of property conveyed less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF NATIONAL CITY, a California municipal corporation, herein called "**Grantor**", hereby grants to PALM PLAZA ASSOCIATES, LLC, a California limited liability company, herein called "**Grantee**", all right, title and interest of Grantor in that certain real property in the City of National City, County of San Diego, State of California, specifically described in Exhibit "A" attached hereto ("**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record and consistent with the obligations of the Grantee under the Purchase Agreement (defined below).

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors, assigns, and heirs of Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With Purchase Agreement. The Property is conveyed pursuant to that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions dated [REDACTED], 20[REDACTED] and entered into by and between Grantor (“Seller” therein) and Grantee (“Buyer” therein) (“**Purchase Agreement**”), a copy of which is on file in the offices of the City Clerk of Grantor as a public record and which is incorporated herein by reference. Purchase Agreement as used herein shall mean, refer to and include the Purchase Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments, modifications, supplements and attachments thereto or other documents expressly incorporated by reference in the Purchase Agreement. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the Purchase Agreement. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the permitted successors and assigns of the Grantee.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) (1) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code

and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

(b) (1) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee’s obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

[Signatures On Next Page]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 2016.

“GRANTOR”

“SELLER”

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Claudia Gacitua Silva
Title: City Attorney

[Signatures Continue On Next Page]

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the CITY OF NATIONAL CITY to PALM PLAZA ASSOCIATES, LLC, a California limited liability company, is hereby accepted by the undersigned officer on behalf of Grantee, through his or her signature below, subject to all of the matters hereinbefore set forth, and Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

**see notes below*

PALM PLAZA ASSOCIATES, LLC,
a California limited liability company

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

*Notes: This document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations’ Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

On _____, ____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-----OPTIONAL-----

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Signer is Representing:

On _____, _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal) _____

-----OPTIONAL-----

Title or Type of Documents: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
 ☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal) _____

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1 of Parcel Map No. 13257 in the City of National City, filed in the Office of the County Recorder of San Diego County, May 8, 1894 as File No. 84-170925 of Official Records.

APN: 557-410-20

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING THE FINDINGS MADE IN THE SUMMARY REPORT PURSUANT
TO CALIFORNIA GENERAL CODE SECTION 52201 PERTAINING TO THE SALE OF A
1.07-ACRE PARCEL OF VACANT LAND LOCATED AT 1640 EAST PLAZA BOULEVARD
IN NATIONAL CITY TO PALM PLAZA ASSOCIATES, LLC, AND APPROVING
A REAL PROPERTY PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS FOR SAID VACANT LAND

WHEREAS, the Community Development Commission as the National City Redevelopment Agency ("Redevelopment Agency") owned that certain real property generally located at 1640 East Plaza Blvd. (Assessor's Parcel No. 557-410-20) within the City of National City, County of San Diego, State of California ("Property"); and

WHEREAS, pursuant to California Health and Safety Code Section 34172, the Redevelopment Agency was dissolved by operation of law as of February 1, 2012, and pursuant to California Health and Safety Code Section 34173, the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") became the successor agency and successor-in-interest to the Redevelopment Agency, confirmed by Resolution No. 2012-15 adopted on January 10, 2012, by the City Council of the City of National City ("City"); and

WHEREAS, in accordance with California Health and Safety Code Section 34191.5, the Property was listed on Successor Agency's Revised Long Range Property Management Plan ("Revised LRPMP"), which provides that the Property is to be sold at fair market value, and the Revised LRPMP has been approved by the Oversight Board of the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF"); and

WHEREAS, at its regular meeting on May 17, 2016, the City of National City met and pursuant to Resolution No. 2016-70 accepted the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

WHEREAS, at its regular meeting on May 17, 2016, the Successor Agency met and pursuant to Resolution No. 2016-77 approved the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the Revised LRPMP; and

WHEREAS, in accordance with the DOF-approved Revised LRPMP, the net proceeds from the sale of the Property pursuant to the proposed Agreement will be distributed as property tax to each taxing entity in an amount proportionate to its share of property tax revenues; and

WHEREAS, Palm Plaza Associates, LLC ("Buyer") has made an offer to purchase the Property from City at the Property's current "as is" fair market value of \$870,000, and Successor Agency desires to sell the Property to Buyer pursuant to the terms and conditions of a proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"). A copy of the proposed Agreement has been provided to the City; and

WHEREAS, at its regular meeting on August 16, 2016, the City met and held a public hearing in accordance with Section 52201 of the California Government Code to discuss

and consider the findings of a Summary Report and to also consider approving the Agreement and the sale of the Property as provided in the Agreement; and

WHEREAS, a public notice was published in a newspaper of general circulation on August 1, 2016 and August 8, 2016 providing notification of the public hearing of the City on August 16, 2016 in compliance with the requirements of Section 52201 of the California Government Code; and

WHEREAS, approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(5) of the CEQA Guidelines is not subject to CEQA; and, the underlying project is exempt from CEQA for two reasons: 1) it requires only ministerial approval by the City (Public Resources Code section 21080(b)(1) and Guidelines 15268), and 2) it is an urban infill project (Guidelines section 15332).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

SECTION 2. The City finds, based on facts contained in the Summary Report prepared pursuant to Section 52201 of the California Government Code, the property will assist in the creation of economic opportunity and that consideration for the Property is not less than fair market value at its highest and best use; and the City accepts the findings of the Summary Report.

SECTION 3. The City hereby approves of the terms of the Agreement.

SECTION 4. The City hereby approves of, and directs the sale and conveyance of the Property from the City to the Buyer in accordance with the terms and conditions set forth in the Agreement.

SECTION 5. The City hereby approves the Agreement and authorizes the Mayor to execute the Agreement; and delegates to the City Manager or her designee authority to execute any other documents necessary to carry out the sale of the Property, and to take all actions and sign any and all documents necessary to implement and effectuate the Agreement and the actions approved by this Resolution as determined necessary by the City Manager, or her designee, to execute all documents on behalf of the City (including, without limitation, a grant deed), and to administer the City's obligations, responsibilities and duties to be performed pursuant to this Resolution and the Agreement.

SECTION 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or

Resolution No. 2016 –
Page Three
August 16, 2016

application, and to this end, the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents, a decrease of 4.55% (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents, a decrease of 4.55%.

PREPARED BY: Javier Carcamo, Financial Services Officer

DEPARTMENT: Finance

PHONE: 619-336-4331

APPROVED BY: Mark Ralento

EXPLANATION:

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Library. In April 2003, the City issued the General Obligation Bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2017, the calculated property tax rate is 0.88 cents per \$100 of assessed value. This is a 4.55% reduction from the prior year rate of 0.92 cents and the 6th consecutive tax rate reduction since Fiscal Year 2011. The total tax rate reduction since Fiscal Year 2011 is approximately 38.03%.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento

Finance

ACCOUNT NO.

APPROVED: _____

MIS

NA

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. General Obligation Bond Tax Rate Computation for Fiscal Year 2017
2. Resolution

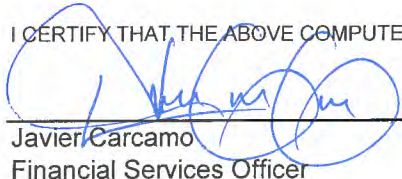
General Obligation Bond Debt Service (Fund 259)
Tax Rate Computation for Fiscal Year 2017

National City

Fund No. 6065-50

	Rate	Assessed Valuation	FY16/17 Est. Revenue	PY Rate Change:	4.55%
Secured Valuation	0.0088	3,357,736,933	296,152		
Unsecured Valuation	0.0092	202,749,492	18,734		
			<hr/>		
			314,886		
HO Exemption		29,614,200			
1 Net Secured Valuation		3,357,736,933	11 Amount to be raised	313,862	
3 Less Delinquency Allowance		-	12 Unsecured HOPTR	0	
4 Net after Delinquency		3,357,736,933	14 Unsecured Delinquency	18,359	
5 Plus HOPTR			15 Less Unsecured		
		29,614,200	Redevelopment Impact	0	
6 Prelim Adj Secured Valuation			16 Amount to be raised by		
		3,387,351,133	Secured Taxes	295,502	
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less					
Redevelopment Impact		3,387,351,133			
9 Anticipated Roll Corrections					
			18a Tax rate times #4	292,795	
10 Adj Sec Val for Rate					
Computation		3,387,351,133	18b Tax rate times HOPTR	2,582	
			19 Secured Proof	295,377	
16 Computed Rate	0.00872000		20 Raised by 1/100th mil	3,387	
17 Plus .0001	0.00882000		21,23 Taxes Raised	317,124	

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND


 Javier Carcamo
 Financial Services Officer

8/1/2016
 Date

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE REDUCTION OF THE PROPERTY TAX RATE
FOR THE LIBRARY GENERAL OBLIGATION BOND FOR
FISCAL YEAR 2017 FROM 0.92 CENTS PER \$100 OF ASSESSED
VALUATION TO 0.88 CENTS, DECREASE OF 4.55%

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

WHEREAS, each year the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2017, the calculated property tax rate is 0.88 cents per \$100 of assessed value. This is a 4.55% reduction from prior year rate of 0.92 cents and the 6th consecutive tax rate reduction since Fiscal Year 2011.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the reduction of the property tax rate for bonded indebtedness for Fiscal Year 2017 from 0.92 cents per \$100 (0.0092%) of assessed valuation to 0.88 cents per \$100 (0.0088%) of assessed valuation.

2012 GENERAL OBLIGATION BONDS: 0.88 per \$100 ASSESSED VALUE (0.0088%)

PASSED and ADOPTED this 16th day of August, 2016

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street. (Applicant: Joshua Renner) (Case File 2016-12 CUP (Planning))

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street. (Applicant: Joshua Renner) (Case File 2016-12 CUP |

PREPARED BY: Martin Reeder, AICP | 

DEPARTMENT: Planning |

PHONE: 336-4313

APPROVED BY: 

EXPLANATION:

The City Council conducted a public hearing on this item at the August 2, 2016 City Council meeting. Council asked staff to return with a resolution of approval based on the recommended Conditions of Approval presented at the public hearing, including the waiver of the recommended condition number 8. The waived condition required that total alcohol sales not exceed total sales of other products sold on site.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 1 Section 15301 (Existing Facilities)

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR A CRAFT BEER TASTING ROOM (NOVO BRAZIL) AT 27 AND 41 EAST 8TH STREET

WHEREAS, the City Council considered a Conditional Use Permit (CUP) for a craft beer tasting room (Novo Brazil) at 27 and 41 East 8th Street at a duly advertised public hearing held on August 2, 2016, at which time the City Council considered evidence; and

WHEREAS, at said public hearing, the City Council considered the staff report provided for Case File No. 2016-12 CUP, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law, and is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearing held on August 2, 2016, support the following findings:

FINDINGS FOR APPROVAL OF THE CONDITIONAL USE PERMIT

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit, and complies with all other applicable provisions of the Land Use Code because the use is allowable within Development Zone 4 of the Downtown Specific Plan as a retail use pursuant to a Conditional Use Permit, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A public market with accessory beer sales is a use that is consistent with Development Zone 4 of the Downtown Specific Plan, which allows retail uses.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because no expansion of the building is proposed. The proposal involves the interior construction of a public market space, which is consistent with other commercial businesses in the area. Development of the area was analyzed for traffic impacts as part of the Downtown Specific Plan, which envisioned significant density in this area. The sale of alcohol would be accessory to the sale of other products in the market, which would not create traffic issues above and beyond what was expected as part of the development of downtown. Access to and from the site is provided by East 8th Street, an arterial street operating at a Level of Service (LOS) of "C". East 8th Street in this location is operating at half of its capacity. In addition, the sale of alcohol is not expected to result in an increase in Average Daily Trips (ADT) such that the LOS would be affected, particularly as the area devoted to alcohol sales is only a small part of the overall public market.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the proposed use would be accessory to the public market that will be located in an existing

commercial area. The building is existing and has ten (10) on-street parking spaces adjacent to the property, as well as access to several nearby parking areas.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the sale and consumption of beer would be a small part of the overall public market use, alcohol consumption would be monitored by staff of the tasting room and public market, and the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that no expansion of the building is proposed and uses would basically be the same as non-conditionally allowed uses (commercial and retail enterprises).

7. That the proposed use is deemed essential and desirable to the public convenience or necessity because alcohol sales will contribute to the viability of a public market, an allowed use in Development Zone 4 of the Downtown Specific Plan. The tasting room as part of the market would be a draw for area and non-area residents alike. It would also help to further activate the downtown core, consistent with the spirit and intent of the Downtown Specific Plan.

8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes a beer tasting room at a proposed market to be located at 27 and/or 41 East 8th Street, including sales of sealed containers (commonly known as growlers) for off-site consumption (per ABC Type 23 license regulations). Only beer produced by the master licensee under a Type 23 (small beer manufacturer) license may be sold and/or consumed at this location. The serving and consumption of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit "A", Case File No. 2016-12 CUP, dated June 7, 2016.

2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.

3. This permit shall expire if the use authorized by this Resolution is discontinued for a period of 12 months or longer. This permit may also be revoked pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.

4. This Conditional Use Permit may be revoked if the operator is found to be in violation of the Conditions of Approval.

5. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form provided by the Planning Department acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Deputy City Manager that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.

Planning

6. Alcohol sales shall be limited to the hours of 12:00 p.m. to 10:00 p.m., daily.

7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

8. Alcohol shall be available only in conjunction with the availability of food on the premises.

9. The consumption of alcoholic beverages is prohibited outside of the building, with the exception of the outdoor enclosed patio seating area. The permittee shall post signs, to be approved by the Planning Department, at the entrances and exits to the building prohibiting consumption of alcohol beyond those points. Said signs shall not be less than 17 by 22 inches (17" x 22") in size, with lettering not less than one inch (1") in height. The signs shall read as follows:

- a. "No consumption of alcohol is allowed beyond this point."
- b. "No open alcoholic beverage containers are allowed beyond this point."

10. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.

11. All activities involving the sale of food from a food truck or similar apparatus shall be consistent with Chapter 9.06 (Food Vending Vehicles) of the National City Municipal Code.

12. The proposed alcohol sales, service, and consumption shall abide by all applicable rules and regulations as stated by the California Department of Alcoholic Beverage Control (ABC). In the case where any of these conditions violate any laws, rules, or regulations administered by ABC, the laws, rules, or regulations shall govern.

Police

13. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of 250 feet of A Avenue located south of East 28th Street and north of East 29th Street. (Applicant: Frank Motors) (Case File No. 2013-23 SC) (P

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. 1

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of 250 feet of "A" Avenue located south of East 28th Street and north of East 29th Street. (Applicant: Frank Motors) (Case File No. 2013-23 SC).

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City Council held public hearings on December 16, 2014, March 17, 2015, June 2, 2015, June 7, 2016 and finally on June 21, 2016. At the June 21st public hearing the City Council asked staff to return with a resolution to deny the applicants' street vacation request due to the current and prospective public use of the street proposed to be vacated. At the meeting of August 2, 2016, the Council asked staff to bring back a subsequent resolution to approve the street vacation (closure) based on findings for approval presented at the June 21, 2016 public hearing.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

ACCOUNT NO. 1

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt pursuant to CEQA, Section 15305 (Minor Alterations in Land Use Limitations)

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

BOARD / COMMISSION RECOMMENDATION:

Exempt pursuant to CEQA, Section 15305 Minor Alterations in Land Use Limitations, Class 5. The street and alley vacation do not result in any changes in land use.

ATTACHMENTS:

1. Resolution
2. Order of Vacation

ORDER OF VACATION

The City of National City, by authority of Resolution No. _____ duly adopted on August 16, 2016 by the City Council of the City of National City, hereby orders the vacation of the 250 feet of "A" Avenue between East 28th Street and East 29th Street, more particularly described in Exhibit "A", attached hereto.

Executed this 16th day of August, 2016.

RON MORRISON, MAYOR

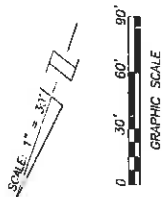
MICHAEL R. DALLA,
CITY CLERK

	AQ.	DATE	DESCRIPTION	SURV.	NODS BY	NODS IN	NODS TO

SCALE: 1" = 30'

FRANK MOTORS-A-5T-WAC-EX PLOT DATE: D-25-13

SHEET
NO.
FRANK-A-VAC



ROCKETS A FOUND L&O & O&C STAMPED "S 2078" FOR CR 248 & 249, USED TO ESTABLISH BOUNDARY.
 UNLESS OTHERWISE INDICATED
 INDICATES A FOUND L&O & O&C STAMPED "MC 2112" FOR R.O.S. 8647, USED TO ESTABLISH BOUNDARY.
 INDICATES PROPER PROPERTY BOUNDARY
 INDICATES CURRENT ASSessor PARCEL BOUNDARY

LEGEND:

EXISTING 1-STORY OFFICE COMPLEX

FOR FLK ? MAP NO

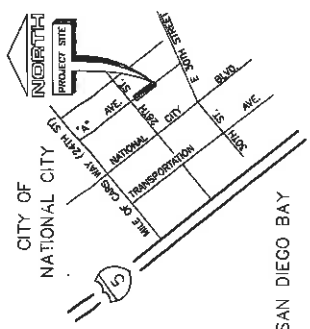
INDICATES PROPOSED STREET VACATION AREA
(14,000 S.F. / 0.322 ACRES)

PROPOSED STREET VACATION LEGAL DESCRIPTION:
THE WESTERLY 60 FEET OF THE EASTERLY 70 FEET OF "A" AVENUE,
LYING WESTERLY AND ADJACENT TO LOTS 1 TO 10 INCLUSIVE IN BLOCK 2
OF THE SAN JUAN PLANTER'S SUBDIVISION IN THE CITY OF NATIONAL CITY,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO
COUNTY ON APRIL 11, 1967.

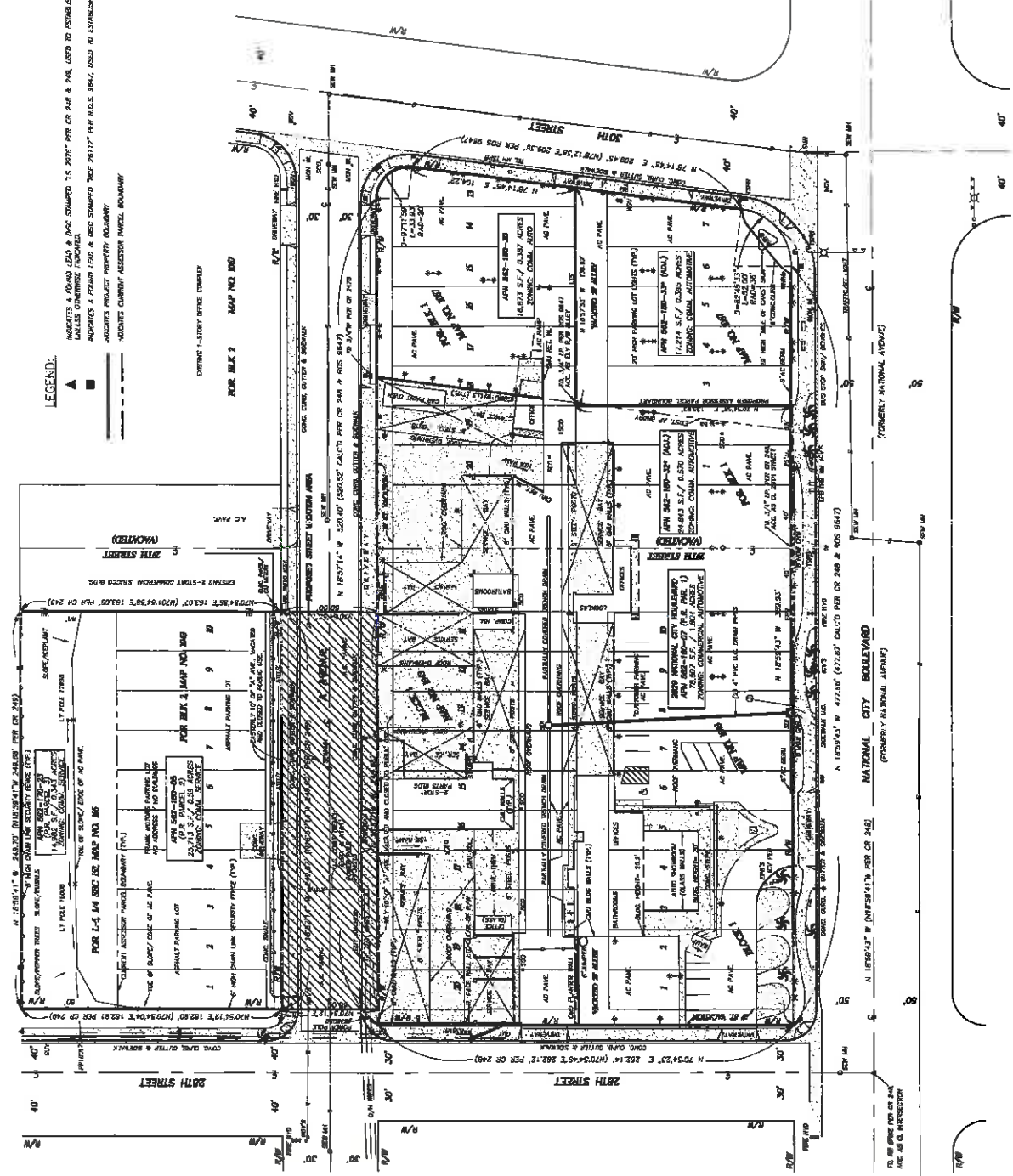
THIS PLAY WAS PREPARED BY ME ON SEPTEMBER 25, 2013.



STEVEN L. WOODS	DATE	9-23-13
STATE OF CALIFORNIA PLS. NO. 6427		
LICENSE EXPIRATION DATE: 12/31/2014		



VICINITY MAP



RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING EXECUTION OF AN ORDER OF VACATION OF 250 FEET
OF “A” AVENUE BETWEEN EAST 28TH STREET AND EAST 29TH STREET

WHEREAS, application was made requesting to vacate and close 250 feet of “A” Avenue located south of East 28th Street and north of East 29th Street in National City; and

WHEREAS, on August 19, 2014, the City Council conducted a hearing and initiated said vacation and closure of “A” Avenue located south of East 28th Street and north of East 29th Street; and

WHEREAS, on November 17, 2014, the Planning Commission of the City of National City considered the proposed vacation and closure, and found and determined that the vacation and closure of “A” Avenue located south of East 28th Street and north of East 29th Street conforms with the City's adopted General Plan; and

WHEREAS, the City Council has considered the Planning Commission's report and recommendation, and the presentation of staff regarding the proposed vacation and closure; and

WHEREAS, public hearings were held on December 16, 2014, March 17, 2015, June 2, 2015, June 7, 2016, and June 21, 2016, at which time all persons interested in or objecting to the proposed vacation and closure were afforded the opportunity to appear and be heard; and

WHEREAS, the City Engineer of the City of National City caused notice of said vacation and closure to be posted in the manner specified by law; and

WHEREAS, the National City General Plan does not consider the portion of “A” Avenue located south of East 28th Street and north of East 29th Street as an arterial or collector street; and

WHEREAS, at the City Council hearings, evidence was submitted that there is a low volume of usage on the portion of “A” Avenue located south of East 28th Street and north of East 29th Street, based on the report provided by Stack Traffic Consulting; and

WHEREAS, at the City Council hearings, evidence was submitted that said portion of “A” Avenue located south of East 28th Street and north of East 29th Street is used by neighboring residents; and

WHEREAS, at the City Council hearings, evidence was submitted that the portion of “A” Avenue located south of East 28th Street and north of East 29th Street provides an access point to East 30th Street; and

WHEREAS, at the City Council hearings, evidence was submitted that access to East 30th Street from properties in the neighborhood of the portion of “A” Avenue located south of East 28th Street and north of East 29th Street was provided via alternate routes; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves said Street Vacation based on the following findings:

1. That the Street Vacation as described in Case File No. 2013-23 SC is not necessary for present or prospective public use because the National City General Plan does not consider the portion of "A" Avenue located south of East 28th Street and north of East 29th Street as an arterial or collector street.

2. That the Street Vacation as described in Case File No. 2012-23 SC is in compliance with the National City General Plan because the portion of "A" Avenue to be vacated serves minimal non-area occupant traffic, is not identified as an arterial or collector street in the Circulation Element of the General Plan, and access to existing utilities will continue to be provided. Furthermore, all resident and emergency access will be maintained to adjacent neighborhoods.

3. That the Street Vacation as described in Case File No. 2013-23 SC is not necessary for present or prospective public use because there is a low volume of usage on the portion of "A" Avenue located south of East 28th Street and north of East 29th Street, based on the report provided by Stack Traffic Consulting.

4. That the Street Vacation as described in Case File No. 2013-23 SC is not necessary for present or prospective public use because although multiple area residents stated that they prefer to use the subject segment of "A" Avenue in order to access southbound National City Boulevard from the controlled intersection at East 30th Street, other routes in the immediate vicinity are available.

5. That the Street Vacation as described in Case File No. 2012-23 SC is not necessary for present or prospective public use because emergency access will continue to be provided to surrounding areas, access to residential and commercial properties in the area will be maintained, and the existing street network is adequate to accept redirected traffic while still maintaining an acceptable level of service and operating safely.

6. That the right-of-way to be vacated is not needed for present or future public transportation uses because the properties abutting the street under consideration will continue to have access to public streets.

7. That while the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians, adjacent streets will allow for the same through travel.

BE IT FURTHER RESOLVED that the street vacation is approved subject to satisfaction of the following conditions:

1. A Preliminary Title Report and a policy of title insurance shall be provided prior to recordation of the Order to Vacate.

2. The owner and developer shall provide easements for sewer, any other public utilities within the street, and for emergency vehicle ingress/egress after vacation of said street. All utility easements shall remain in place until the utilities have been removed or replaced.

3. Adherence to the Conditions of Approval, attached hereto as Attachment "A" and incorporated by reference.

4. The Resolution ordering Vacation shall not be recorded until the above conditions have been satisfied.

BE IT FURTHER RESOLVED by the City Council as follows:

1. That the Mayor and City Clerk are respectively authorized and directed to execute and attest an Order of Vacation of the above described portion of public right-of-way.

2. That the vacation of the above described portion of public right-of-way to motorized vehicles is made under the authority of Division 9, Part 3, Chapter 3 of the California Streets and Highways Code.

3. That the City Clerk is hereby authorized and directed to cause a certified copy of the Order of Vacation to be recorded in the office of the County Recorder of San Diego County, pursuant to Section 8325 of the California Streets and Highways Code.

4. That from and after the date that this Resolution is recorded, the above-described portion of public right-of-way no longer constitutes a street, except as reserved and excepted herein.

PASSED and ADOPTED this 16th day of August, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

CONDITIONS OF APPROVAL

Case No. 2013-23 SC – A Avenue (Frank Motors)

General

1. This Street Closure authorizes the vacation of 60 feet by 250 feet (60' x 250') of "A" Avenue south of East 28th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit "A" – 2nd Revision, Case File No. 2013-23 SC dated June 13, 2016.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the San Diego County Clerk and submitted to the National City Planning Department.

Fire

3. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
4. Identification signs shall be posted for all utilities such as natural gas and fire sprinkler system. Please contact the National City Fire Department for direction and a copy of requirements.
5. Fire department access roads shall meet the requirements of the 2013 California Fire Code Section 503 Fire Apparatus Roads. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to Fire Department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of a fire apparatus weighing at least 75,000 pounds. Fire department access roads shall have an unobstructed width of not less than 20 feet (20') for emergency vehicle travel. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.
6. Roads or alleys 20 feet to 26 feet wide shall be posted on both sides as fire lanes.
7. If automatic gates are used, emergency strobes shall be for entrance and egress, if applicable.
8. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.
9. A 48-hour notice is required for all inspections.

ATTACHMENT A

Engineering

10. The Applicant shall submit a plat and legal description of the proposed area of the street vacation and any applicable street dedication.
11. The Applicant shall submit a title report for all properties adjacent to the portion of "A" Avenue to be vacated.
12. The street vacation document shall provide all necessary easements as required by the various utility companies.
13. The street vacation document shall provide to the City of National City a twenty foot (20') access and sewer easement ten feet (10') on either side of the existing center line of the portion of "A" Avenue to be vacated.
14. The street vacation document shall provide to the City of National City a drainage easement over that portion of "A" Avenue to be vacated.
15. The Applicant shall submit plans and details of all gates, fences, barricades, and appurtenances proposed to be installed at either end of the vacated portion of "A" Avenue.

Planning

16. Access to all existing utilities that reside in the area to be vacated, including water mains, power and telephone poles, and a sewer main shall be maintained or abandoned/relocated as required by the respective utility owner.
17. If the proposed cul-de-sac is constructed in the public right-of-way or in the event that the cul-de-sac is dedicated as public right-of-way in the future, the cul-de-sac shall be designed per American Association of State Highway and Transportation Officials (AASHTO) standards to accommodate the turning radius of a 30-foot (30') overall length and/or 20-foot (20') wheelbase single-unit vehicle.
18. The proposed cul-de-sac shall be marked as red curb "No Parking" to the satisfaction of the City Engineer.
19. All transport trucks shall enter the property from the south (northbound "A" Avenue) only. No transport truck entry shall be permitted from the north (East 28th Street).
20. No offloading of transport trucks shall occur off-site.
21. Driveway aprons on the remainder of "A" Avenue that are not driveway access shall be abandoned and reconstructed to provide curb, gutter, and sidewalk per City requirements.
22. A landscaped/vegetated barrier shall be constructed along the north property lines of parcels on East 28th Street, as well as along property lines adjacent to residentially-developed parcels. The design of the fence shall include aural as well as visual screening of activities from adjacent residential properties.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2) authorizing a 15% contingency i

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2) authorizing a 15% contingency in the amount of \$374,538.75 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the appropriation of \$1,500,000 in the Sewer Upsizing CIP account from Sewer Service Fund balance.

PREPARED BY: Jose Lopez, Junior Engineer - Civil

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

125-409-500-598-2024 (Sewer Upsizing CIP)

APPROVED: _____

 Finance
APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The project represents the first phase of improvements to increase capacity and efficiency of the sewer collection system citywide. The general scope of work includes replacement of 21-inch, 12-inch & 8-inch diameter PVC sewer main, manholes, sewer laterals; cold-mill grind and overlay of existing road section for Plaza Blvd, as well as National City Boulevard from and including the intersection of Mile of Cars Way through the intersection of 22nd St; installation of curb & gutter, AC dikes, AC driveways entrances and driveways; sidewalks, pedestrian curb ramps for ADA compliance, signing and striping, and other related improvements.

On June 22, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 27, 2016 and July 5, 2016, the bid solicitation was advertised in local newspapers.

On July 13, 2016, four (4) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. PAL General Engineering, Inc. was the apparent lowest bidder with a total base bid amount of \$1,977,475. Upon review of all documents submitted, PAL General Engineering, Inc.'s bid was deemed "non-responsive" due to bid irregularities.

PALM Engineering Construction Company, Inc. was the second lowest bidder with a total base bid amount of \$2,386,300. Upon review of all documents submitted, PALM Engineering Construction Company, Inc.'s bid was also deemed "non-responsive" due to bid irregularities.

Portillo Concrete, Inc. was the third lowest bidder with a total base bid amount of \$2,496,925. Upon review of all documents submitted Portillo Concrete, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Portillo Concrete, Inc. in the not-to exceed amount of \$2,496,925.

Staff also recommends authorizing a 15% contingency in the amount of \$374,538.75 to address any unforeseen conditions that may arise.

The contract will be funded through the Sewer Service Fund.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.



BID OPENING RESULTS

NAME: SEWER LINE REPLACEMENT AND UPSIZING PROJECT (PHASE 1)
CIP NO: 16-05
DATE: Wednesday, July 13, 2016
TIME: 1:00 P.M.
ESTIMATE: \$2,000,000
PROJECT ENGINEER: Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA	BID SECURITY - BOND
1.	PAL General Engineering, Inc. 5374 Eastgate Mall San Diego, CA 92121	\$1,977,475 (Non-Responsive)	Yes	Bond
2.	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd #J San Diego, CA 92111	\$2,386,300 (Non-Responsive)	Yes	Bond
3.	Portillo Concrete, Inc. 3527 Citrus St. Lemon Grove, CA 91945	\$2,496,925	Yes	Bond
4.	Basile Construction, Inc. 7952 Armour Street San Diego, CA 92111	\$2,778,965	Yes	Bond

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Base Bid - General									
1	Mobilization and Demobilization	LS	1	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
2	Removal and disposal of unsuitable soil and import/placement of select import soil	CY	1500	\$25.00	\$37,500.00	\$79.00	\$118,500.00	\$10.00	\$15,000.00
				Subtotal	\$117,500.00		\$178,500.00		\$55,000.00
Base Bid - National City Blvd									
3	Traffic/Pedestrian Control	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
4	Stormwater Management	LS	1	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
5	Surveying	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
6	Sewer Bypass	LS	1	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$40,000.00	\$40,000.00
7	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$23,638.00	\$23,638.00	\$30,000.00	\$30,000.00
8	Demolition and Removal (recycle) of Bituminous and Concrete Street	CY	110	\$50.00	\$5,500.00	\$195.00	\$21,450.00	\$120.00	\$13,200.00
9	Excavation Shoring & Bracing	LS	1	\$11,000.00	\$11,000.00	\$29,000.00	\$29,000.00	\$10,000.00	\$10,000.00
10	Dewatering Mobilization/Demobilization	LS	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
11	Dewatering (daily)	DAY	20	\$450.00	\$9,000.00	\$1,200.00	\$24,000.00	\$500.00	\$10,000.00
12	12" PVC Sewer Main	LF	685	\$220.00	\$150,700.00	\$124.00	\$84,940.00	\$180.00	\$123,300.00
13	6" PVC Sewer Lateral	LF	425	\$280.00	\$119,000.00	\$195.00	\$82,875.00	\$160.00	\$68,000.00
14	Sewer Lateral Connection to existing lateral with SDRSD SC-01 Clean out at property line	EA	8	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00	\$3,500.00	\$28,000.00
15	48" Sewer Manhole	EA	4	\$10,000.00	\$40,000.00	\$7,500.00	\$30,000.00	\$11,000.00	\$44,000.00
16	60" Sewer Manhole	EA	1	\$14,000.00	\$14,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
17	Manhole Abandonment	EA	3	\$2,400.00	\$7,200.00	\$5,000.00	\$15,000.00	\$1,000.00	\$3,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
18	Sewer Main Abandonment	LS	1	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$6,500.00	\$6,500.00
19	24" RCP Storm Drain	LF	48	\$400.00	\$19,200.00	\$299.00	\$14,352.00	\$300.00	\$14,400.00
20	Repair Cavatation Damage to Drainage Structure at Northeast Corner	LS	1	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
21	2" AC Grind	SF	30000	\$0.50	\$15,000.00	\$0.41	\$12,300.00	\$0.40	\$12,000.00
22	2" AC Overlay	TON	400	\$180.00	\$72,000.00	\$109.00	\$43,600.00	\$120.00	\$48,000.00
23	Restore Existing Striping and Pavement Markings (except checker crosswalk)	LS	1	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$10,000.00	\$10,000.00
24	Remove and Replace One Side (leg) of Checkered Crosswalk at NCB and Mile of Cars Way	EA	4	\$13,000.00	\$52,000.00	\$12,800.00	\$51,200.00	\$1,500.00	\$6,000.00
25	Traffic Loops	EA	15	\$460.00	\$6,900.00	\$285.00	\$4,275.00	\$400.00	\$6,000.00
26	Field Orders (Allowance)	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$633,000.00		\$530,780.00		\$555,400.00
Base Bid-Plaza Blvd									
27	Traffic/Pedestrian Control	LS	1	\$30,000.00	\$30,000.00	\$23,000.00	\$23,000.00	\$50,000.00	\$50,000.00
28	Stormwater Management	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
29	Surveying	LS	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
30	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$60,000.00	\$60,000.00
31	Demolition and Removal (recycle) of Bituminous and Concrete Street	CY	410	\$50.00	\$20,500.00	\$79.00	\$32,390.00	\$100.00	\$41,000.00
32	Sewer Bypass	LS	1	\$180,000.00	\$180,000.00	\$16,000.00	\$16,000.00	\$80,000.00	\$80,000.00
33	Dewatering Mobilization/Demobilization	LS	1	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
34	Dewatering (Daily)	DAY	20	\$57.00	\$1,140.00	\$1,100.00	\$22,000.00	\$1,000.00	\$20,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
35	Excavation Shoring & Bracing	LS	1	\$20,000.00	\$20,000.00	\$37,000.00	\$37,000.00	\$40,000.00	\$40,000.00
36	21" PVC Sewer Main	LF	2035	\$260.00	\$529,100.00	\$130.50	\$265,567.50	\$280.00	\$569,800.00
37	18" PVC Sewer Main	LF	190	\$300.00	\$57,000.00	\$125.25	\$23,797.50	\$250.00	\$47,500.00
38	8" PVC Sewer Main	LF	16	\$345.00	\$5,520.00	\$390.00	\$6,240.00	\$200.00	\$3,200.00
39	Manhole Re-channeling and connect new main to existing manhole	EA	2	\$7,500.00	\$15,000.00	\$2,875.00	\$5,750.00	\$3,000.00	\$6,000.00
40	Connect 8" PVC Sewer Main Extension	EA	2	\$3,500.00	\$7,000.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00
41	6" PVC Sewer Lateral	LF	1360	\$170.00	\$231,200.00	\$185.00	\$251,600.00	\$180.00	\$244,800.00
42	Sewer Lateral Connection to existing lateral with SDRSD SC-01 Clean out at property line	EA	35	\$900.00	\$31,500.00	\$1,000.00	\$35,000.00	\$1,000.00	\$35,000.00
43	60" Sewer Manhole	EA	8	\$13,500.00	\$108,000.00	\$12,000.00	\$96,000.00	\$13,500.00	\$108,000.00
44	60" Sewer Manhole with drop at station 66+00	EA	1	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00
45	Sewer Main Clean-out, Type "A"	EA	1	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
46	Rehabilitation and lining of Sewer Manhole #1445	EA	1	\$11,000.00	\$11,000.00	\$9,670.00	\$9,670.00	\$8,500.00	\$8,500.00
47	Rehabilitation and lining of Sewer Manhole #1461	EA	1	\$11,000.00	\$11,000.00	\$5,700.00	\$5,700.00	\$8,500.00	\$8,500.00
48	Sewer Main Abandonment	LS	1	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
49	PCC Crossgutter	SF	120	\$18.00	\$2,160.00	\$9.00	\$1,080.00	\$20.00	\$2,400.00
50	6" Pin-on Curb	LF	450	\$35.00	\$15,750.00	\$39.00	\$17,550.00	\$28.00	\$12,600.00
51	Decorative PCC in Island	SF	1615	\$15.00	\$24,225.00	\$9.00	\$14,535.00	\$10.00	\$16,150.00
52	6" Curb	LF	140	\$32.00	\$4,480.00	\$39.00	\$5,460.00	\$35.00	\$4,900.00
53	PCC Sidewalk	SF	250	\$12.00	\$3,000.00	\$16.00	\$4,000.00	\$10.00	\$2,500.00
54	Curb Ramp	EA	4	\$3,500.00	\$14,000.00	\$2,400.00	\$9,600.00	\$3,000.00	\$12,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

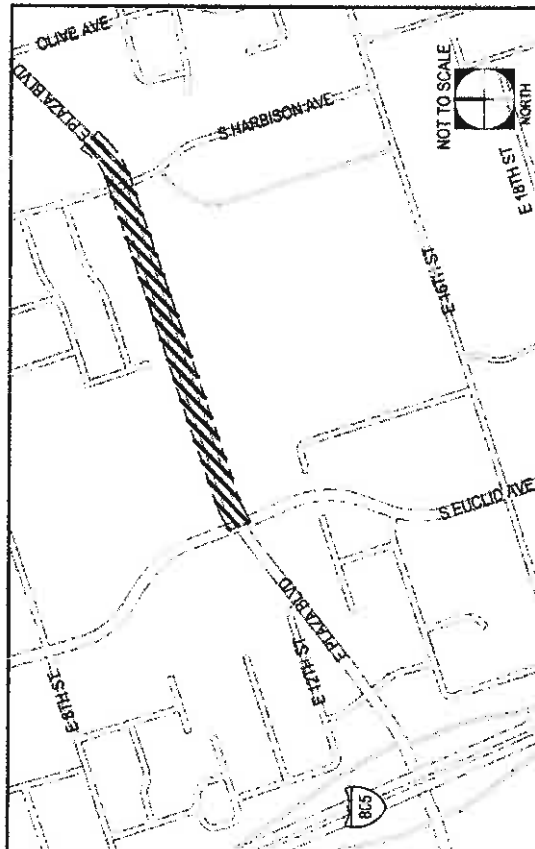
				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
55	8" AC Dig Out and Replacement	TON	350	\$190.00	\$66,500.00	\$180.00	\$63,000.00	\$220.00	\$77,000.00
56	2" AC Grind	SF	1E+05	\$0.30	\$36,300.00	\$0.30	\$36,300.00	\$0.35	\$42,350.00
57	2" AC Overlay	TON	1550	\$115.00	\$178,250.00	\$95.00	\$147,250.00	\$98.00	\$151,900.00
58	Restore Existing Striping and Pavement Markings	LS	1	\$15,000.00	\$15,000.00	\$15,100.00	\$15,100.00	\$14,000.00	\$14,000.00
59	Plant Mix Type II REAS Slurry Seal	GALL	2380	\$10.00	\$23,800.00	\$8.50	\$20,230.00	\$10.00	\$23,800.00
60	Traffic Loops	EA	45	\$400.00	\$18,000.00	\$375.00	\$16,875.00	\$400.00	\$18,000.00
61	Field Orders (Allowance)	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$1,746,425.00		\$1,268,195.00		\$1,775,900.00
				Total	\$2,496,925.00		\$1,977,475.00		\$2,386,300.00

SEWER REPLACEMENT & UPSIZING

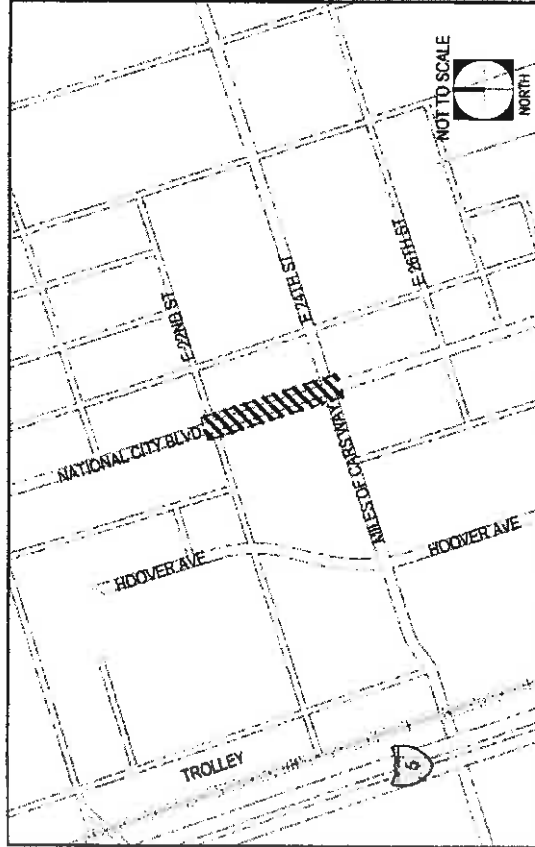
FOR:

NATIONAL CITY BLVD & EAST PLAZA BLVD

CITY OF NATIONAL CITY, CALIFORNIA



VICINITY MAP: PLAZA BLVD, EX-P2



VICINITY MAP: NATIONAL CITY BLVD, EX-P4

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT TO PORTILLO CONCRETE, INC.,
IN THE NOT TO EXCEED AMOUNT OF \$2,496,925 FOR THE SEWER LINE
REPLACEMENT AND UPSIZING PROJECT, AUTHORIZING A 15%
CONTINGENCY IN THE AMOUNT OF \$374,538.75 FOR ANY UNFORESEEN
CHANGES, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, AND
AUTHORIZING THE APPROPRIATION OF \$1,500,000 TO THE SEWER
UPSIZING CIP ACCOUNT FROM SEWER SERVICE FUND BALANCE

WHEREAS, the Sewer Line Replacement and Upsizing Project represents the first phase of improvements to increase capacity and efficiency of the sewer collection system citywide and includes replacement of 21-inch, 12-inch, and 8-inch diameter PVC sewer main, manholes, sewer laterals; cold-mill grind and overlay of existing road section for Plaza Boulevard, as well as National City Boulevard from and including the intersection of Mile of Cars Way through the intersection of 22nd Street; installation of curb and gutter, AC dikes, AC driveways entrances and driveways; sidewalks, pedestrian curb ramps for ADA compliance, signing and striping, and other related improvements; and

WHEREAS, on July 13, 2016, the Engineering Department publicly opened, examined, and declared four (4) sealed bids for the Sewer Line Replacement and Upsizing Project; and

WHEREAS, Portillo Concrete, Inc., was the lowest responsive, responsible bidder qualified to perform the work as described in the project specifications with a total bid amount of \$2,496,925; and

WHEREAS, a 15% contingency amount up to \$374,538.75 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Sewer Line Replacement and Upsizing Project to the lowest responsive, responsible bidder, to wit:

PORTILLO CONCRETE, INC.

BE IT FURTHER RESOLVED by the City Council that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$2,496,925 with Portillo Concrete, Inc., for the Sewer Line Replacement and Upsizing Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$374,538.75 for any unforeseen changes to the Project.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation of \$1,500,000 to the Sewer Upsizing CUP Account from the Sewer Service Fund balance.

[Signature Page to Follow]

PASSED and ADOPTED this 16th day of August, 2016.

ATTEST:

Ron Morrison, Mayor

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees.]

PREPARED BY: Dionisia Trejo]

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from September 23, 2016 thru October 31, 2016. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking lot #7 of the mall adjacent to Ring Road.

This event is a pumpkin patch and a children's carnival combined catering to children between the ages of 2-9. Event will include a kid's play center and several rides, an inflatable pumpkin jump and a petting zoo. Plaza Bonita Mall security will be used during event hours.

This is the 13th year for the Pumpkin Station at Plaza Bonita Mall.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

The City has incurred \$237.00 for processing the TUP, plus \$1,100.00 for Fire permits fees

Total fees are \$1,337.00]

ENVIRONMENTAL REVIEW:

N/A]

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.]

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.]



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 338-4364 ■ fax (619) 338-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Pumpkin Station

Event Location (list all sites being requested) Westfield Plaza Bonita

Event Times

Set-Up Starts
Date 9/9/16 Time 8:00am Day of Week Friday

Event Starts
Date 9/23/16 Time 9:00am Day of Week Friday

Event Ends
Date 10/21/16 Time 9:00 pm Day of Week Monday

Breakdown Ends
Date 11/5/16 Time 5:00 pm Day of Week Saturday



Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees, Inc

Event Coordinator (if different from applicant) Michael Osborne

Mailing Address 10665 Brookview Lane, San Diego, CA. 92131

Day Phone 858-566-7466 After Hours Phone same Cell 858-688-1701 Fax 858-536-9876

Public Information Phone 858-566-7466 E-mail nosbom1@san.rr.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant [Signature] Date 7-18-16

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Description of Event

☐ First time event ☒ Returning Event ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar.

Pumpkin Station is a pumpkin patch and a children's carnival combined.

We cater to children age 2 - 9 years old. We offer numerous rides including a train ride, swing ride, car ride, skyfighter ride, inflatable slides and jumps, play center and a petting zoo.

We also offer Group Packages to local schools, day care centers and other children groups.

This is our 18th year of experience and our 13th at Plaza Bonita in National City.

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☐

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield Mall security as needed.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

We use halogens, string lights and light towers.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☒ Using on-site electricity ☒ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 336-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ► # _____ ► Business License # _____

If yes, please describe how food will be served and/or prepared: _____

☐ Vendors bringing pre-packaged food ► # _____ ► Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____

☐ Vendors selling food # _____ ► Business License #(s) _____

☐ Vendors selling merchandise # _____ ► Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

► Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4680.

☒ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 1 Dimensions 4 X 8'

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 4

▶ Total number of ADA accessible portable toilets: 1

☒ Contracting with portable toilet vendor. ▶ **Essential Services 877-377-4624**

▶ Load-in Day & Time Daily Company _____ Phone _____

▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☐ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>Pumpkin Station</u>		
Event Address:	<u>3030 Plaza Bonita Road</u>	Expected # of Attendees:	<u></u>
Event Host/Coordinator:	<u>Michael Osborne</u>	Phone Number:	<u>858-688-1701</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>8</u>	/		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	/		
Do all storm drains have screens to temporarily protect trash and debris from entering?			/
Are spill cleanup kits readily available at designated spots?	✓		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of Insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Pinery Christmas Trees, Inc. dba Pumpkin Station

Person in Charge of Activity: Michael Osborne

Address: 10665 Brookview Lane, San Diego 92131

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Controller Date: 7-18-16

For Office Use Only

Certificate of Insurance Approved _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

PINECHR-02

TSALAZAR

DATE (MM/DD/YYYY)

3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services Inc.
5405 Morehouse Drive
San Diego, CA 92121

CONTACT NAME: Terry Salazar
PHONE (A/C, No, Ext): (866) 833-8614 FAX (A/C, No): (619) 568-3339
E-MAIL ADDRESS: terry.salazar@hubinternational.com

INSURED
Pinery Christmas Trees Inc.
DBA: Pumpkin Station
P.O. Box 26070
San Diego, CA 92196

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	23620
INSURER B: Redwood Fire and Casualty Insurance Company	11673
INSURER C: National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER D: State Compensation Insurance Fund of California	35076
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	930BW35002	03/19/2016	03/19/2017	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> BI/PD Ded: \$5,000					MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE
B	AUTOMOBILE LIABILITY		01TRM00591103	03/19/2016	03/19/2017	PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	EBU026141107	03/19/2016	03/19/2017	PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> EXCESS LIAB					
	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE
	DED					AGGREGATE
	RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> Y	913727815	07/19/2015	07/19/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured to the General Liability per written contract, agreement or permit per policy form #GSG-G-010 08-09.

CERTIFICATE HOLDER

CANCELLATION

City of National City
1243 National City Blvd
National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Westfield Plaza Bonita
3030 Plaza Bonita Road
Suite 2075
San Diego, CA 91960
T (619) 267-2850
F (619) 472-5862

July 7, 2016

City of National City
Attention: Vianey Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Pumpkin Station – Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc., to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 2, 2016 – November 6, 2016.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,



Michael Bosco, CSM
General Manager
Westfield Plaza Bonita

Cc: retailers file



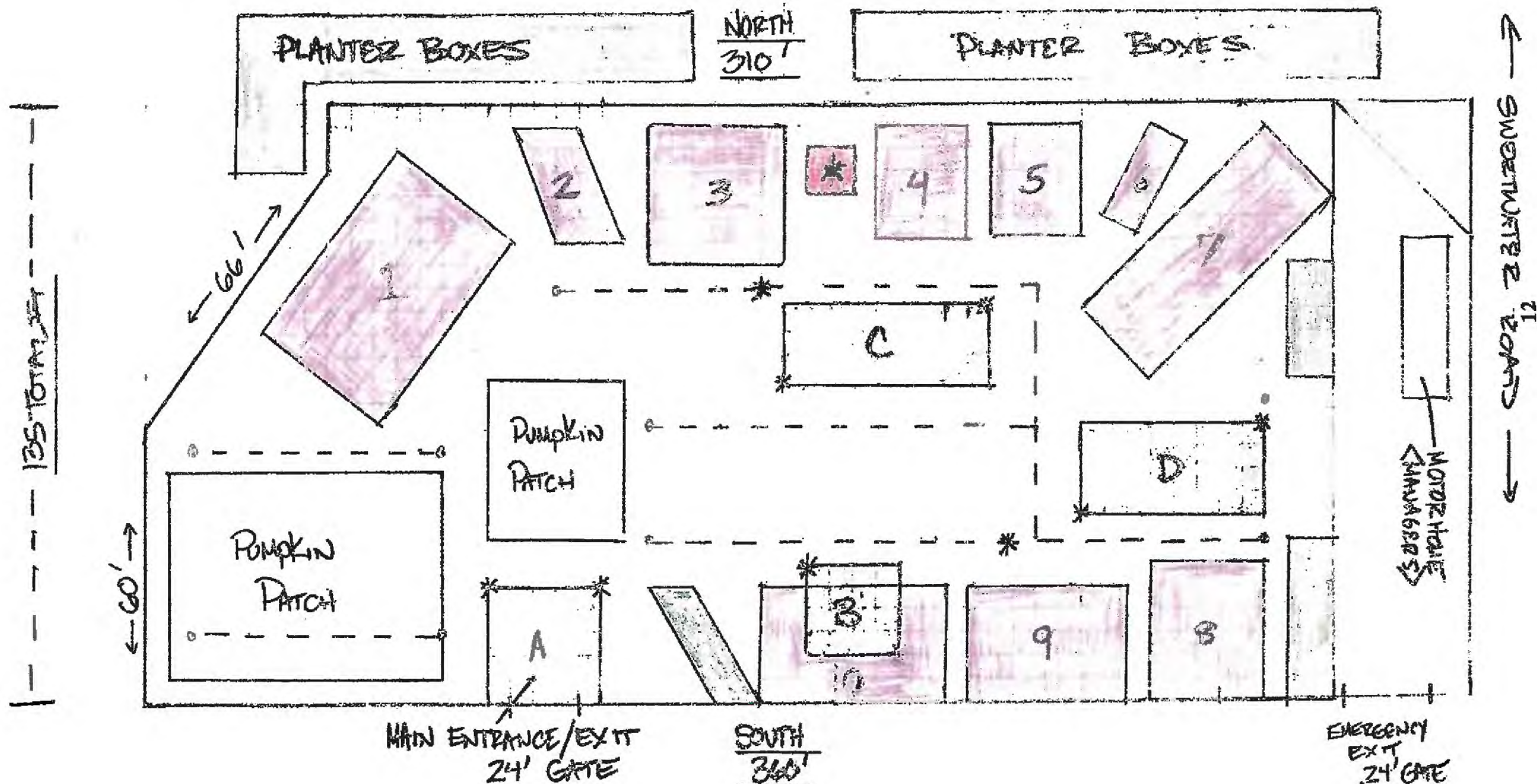
2016 PLAZA BOUITA PUMPKIN STATION PLOT PLAN/CANOPY PLAN

PAGE 1

SCALE = 6' = 1 BOX
< APPROX >

CITY OF NATIONAL CITY

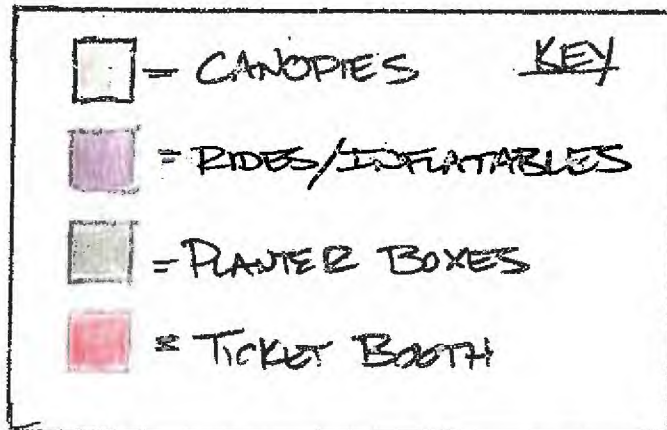
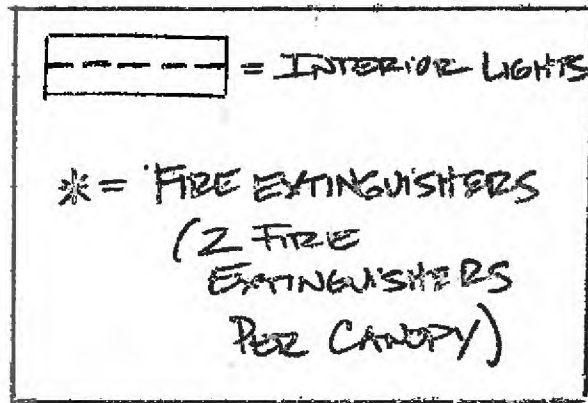
← RING ROAD →



2016 PLAZA BONITA PUMPKIN STATION Plot Plan &

CANOPY PLAN

CITY OF NATIONAL CITY - 2016

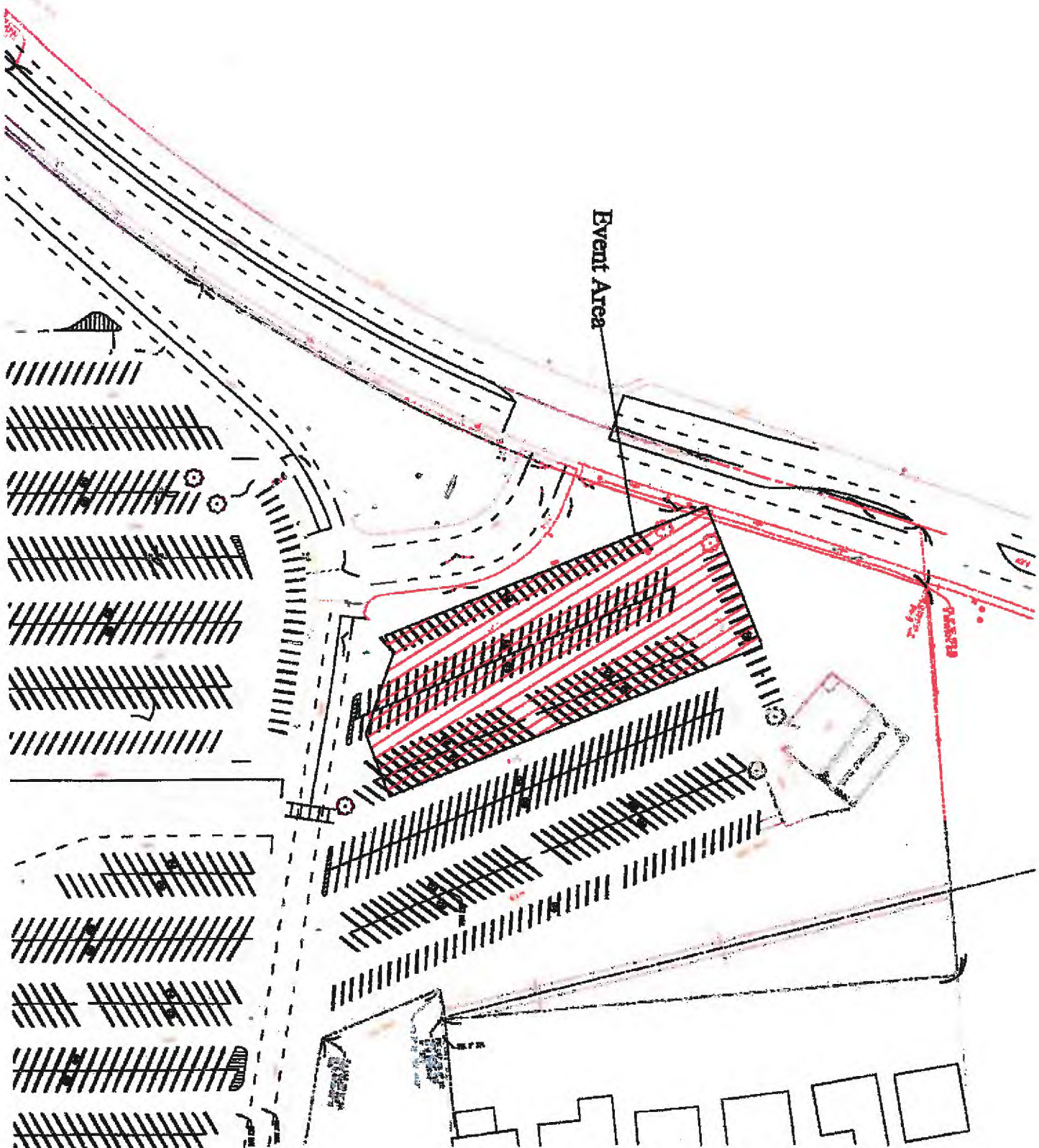


* TENTS/CANOPIES

- A = 30x30 ENTRANCE TENT
- B = 20x20 TRAIN TENT
- C = 20x40 GAME ZONE TENT
- D = 20x40 PETTING ZOO TENT

* KIDDIE RIDES & INFLATABLES

- 1 = GIANT SLIDE #1
- 2 = FERRIS WHEEL
- 3 = SKYFIGHTER
- 4 = SWING RIDE
- 5 = TRAIN JUMPER
- 6 = MINI SLIDE JUMPER
- 7 = GIANT SLIDE #2
- 8 = CAR RIDE
- 9 = PLAY CENTER JUMPER
- 10 = TRAIN RIDE



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Pinery Christmas Trees, Inc.

EVENT: Pumpkin Station

DATE OF EVENT: September 23, 2016 thru October 31, 2016

APPROVALS:

COMMUNITY SERVICES	YES []	NO [x]	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO [x]	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES

Engineering

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

The Parks Division will fill out the post event form, and not the applicant.

FINANCE

Pumpkin Station has a current business license. No other stipulations for this event.

POLICE (619) 336-4400

Stated Plaza Bonita Mall security is sufficient. Depending on calls for service, the Police Department will provide "extra patrol" as is possible.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

RISK MANAGER

- Provide a valid copy of the Certificate of Insurance wherein the City of National City, its officials, agents and employees are named as an additional insured by way of an endorsement.
- The insurance policy must have incorporated into it a hold harmless and indemnification agreement.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy must be on the face of the Certificate of Insurance.

FIRE (619) 336-4550

INSPECTION REQUIRED

**\$500.00 FEE FOR CARNIVALS, \$400.00 FEE FOR CANOPIES
PLUS AN ADDITIONAL \$200.00 INSPECTION FEE FOR INSPECTIONS
OCCURRING AFTER HOURS OR ON WEEKENDS OR HOLIDAYS**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.

- 6) Exit to be maintained in an obstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted - **EXIT**.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted - **NO SMOKING**.
- 9) Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example.**
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- 13) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.
- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 17) **Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day**
- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.
- 18) Fees can only be waived by City Council.
- 19) First Aid will be provided by organization

Note: Organizer shall contact the National City Fire Department for cost associated with this event

The following page(s) contain the backup material for Agenda Item: City Council direction regarding parking options for El Toyon Park parking lot. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

City Council direction regarding parking options for El Toyon Park parking lot

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached explanation and presentation.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Provide direction to staff regarding parking options for El Toyon Park parking lot

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Presentation

EXPLANATION

In Fall 2013, as part of public outreach for National City's Capital Improvement Program (CIP), staff presented conceptual improvement plans for all three Community Parks to the Neighborhood Councils and the Parks, Recreation & Senior Citizens Advisory Board (PRAB). Staff also participated in "one-on-one" meetings with residents upon request.

In regards to proposed improvements for El Toyon Park, residents requested opening the gates on weekends to allow for public parking in the park. They mentioned that the surrounding streets become flooded with parked cars, especially when the multi-purpose field is in use for football games. Staff discussed the potential for installing programmable gates to better control access. While the general consensus from the Neighborhood Councils and PRAB was that the option to install programmable gates was a good solution to addressing the demand for parking in El Toyon Park on weekends while providing control measures to deter overnight parking, a handful of residents living on E. 4th Street adjacent to the park expressed opposition to allowing parking in the park on weekends. Primarily, they had concerns regarding noise and the potential for criminal activity.

On September 1, 2015, City Council approved Resolution No. 2015-136 awarding an approximately \$3.5 million contract to Western Rim Constructors, Inc. to construct public improvements at both Kimball and El Toyon Parks. Improvements at El Toyon Park include new park restrooms, public safety cameras and programmable gates to allow for public parking in the park on weekends. The programmable gates have been installed and are currently being operated manually until testing and training are complete, which should be within the next few weeks. The gates currently remain closed from 4:00pm to 7:00am Monday through Thursday, and from 4:00pm Thursday through 7:00am Monday. Park hours per City Ordinance are 7:00am to 9:00pm daily.

The attached presentation provides and exhibit with details regarding the following three options for City Council consideration:

- Option 1 – Place bollards at curved portion of "horseshoe"
- Option 2 – Place bollards at curved portion of "horseshoe" for north leg and further west for south leg
- Option 3 – No bollards

All options consider gates remaining open daily, during park hours.

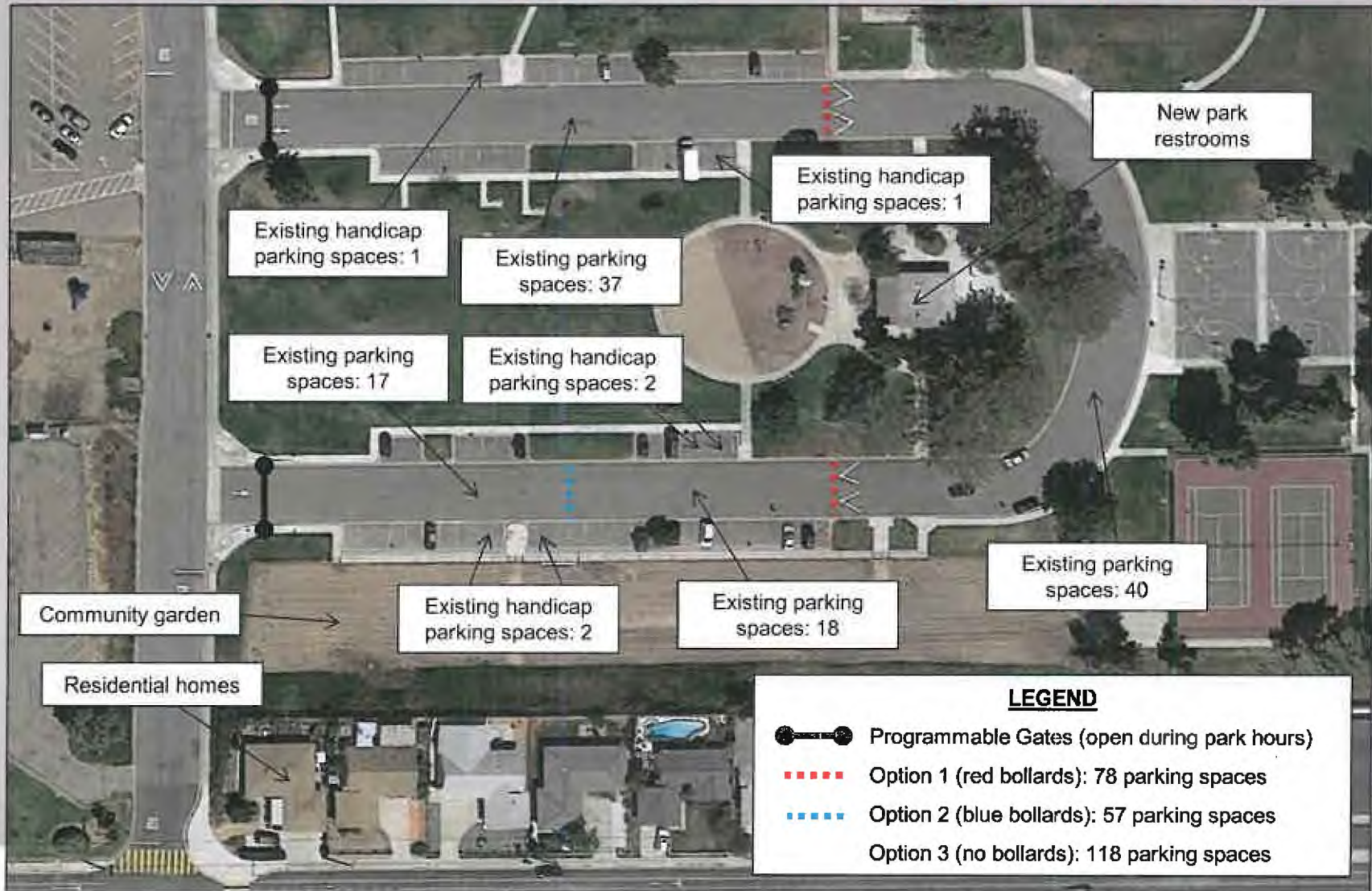
Staff seeks City Council direction regarding parking options for the El Toyon Park "horseshoe" parking lot. If Council directs staff to install bollards, planter boxes could be used as an alternative. Maintenance of the planter boxes could be included as part of the Community Garden program.

El Toyon Park Improvements

- Public outreach for El Toyon Park Improvements started in Fall 2013 – Neighborhood Council meetings; Parks, Recreation & Senior Citizens Advisory Board (PRAB); “one-on-one” meetings with residents
- Residents requested opening the gates on weekends to allow for public parking in the park
- A handful of residents living on E. 4th Street adjacent to the park expressed opposition to opening the gates on weekends – concerns regarding noise and potential criminal activities
- City Council awarded a construction contract in September 2015 to install new park restrooms, public safety cameras and programmable gates to allow for public parking in the park on weekends – programmable gates have been installed
- Gates are currently closed from 4:00pm to 7:00am Monday through Thursday, and from 4:00pm Thursday through 7:00am Monday
- Park hours per City Ordinance are 7:00am to 9:00pm daily

City Council Meeting – August 16, 2016

El Toyon Park – Parking Options



City Council Meeting – August 16, 2016

El Toyon Park – Parking Options

- Option 1 (Place bollards at curved portion of “horseshoe”)
 - Allows for paved play area for children
 - Loss of 40 parking spaces
- Option 2 (Place bollards at curved portion of “horseshoe” for north leg and further west for south leg)
 - Less vehicles in proximity to residential homes
 - Less accessible parking for community garden
 - Loss of 61 parking spaces
 - Would require conversion of 2 parking spaces to allow for 1 van accessible handicap parking space
- Option 3 (No bollards)
 - Maintains 118 parking spaces for public access to park
 - More vehicles in proximity to residential homes
- All Options - gates to remain open daily, during park hours

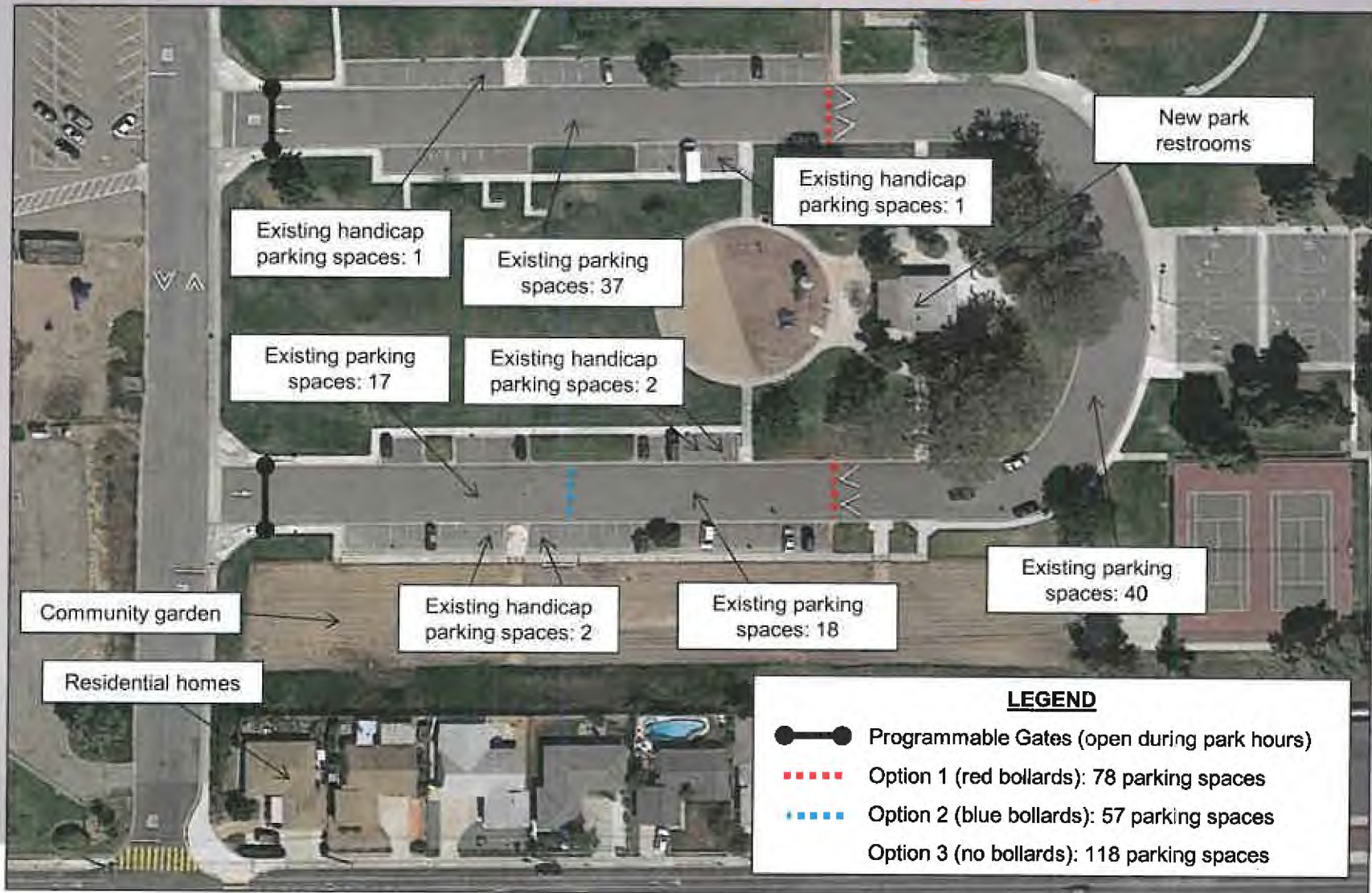
City Council Meeting – August 16, 2016

El Toyon Park – Parking Options

- Staff is seeking City Council direction
- If City Council directs staff to install bollards, planter boxes could be used as an alternative – maintenance of the planter boxes could be included as part of the Community Garden program.

City Council Meeting – August 16, 2016

El Toyon Park – Parking Options



City Council Meeting – August 16, 2016

The following page(s) contain the backup material for Agenda Item: City Council Policy #118 - City Council attendance at staff-level working groups. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

City Council Policy #118 - City Council attendance at staff-level working groups

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 336-4240

APPROVED BY: 

EXPLANATION:

At the August 2, 2016 City Council meeting, Councilmember Mendivil requested this item return for Council discussion at the August 16, 2016 meeting.

Background:

At the June 21, 2016 meeting, the City Council adopted Policy #118, after discussing their attendance at staff-level working groups, the process to be used when more than two members desire to attend working group meetings, and clarifying that the position of Mayor would have the first right of refusal to attend.

The Council previously discussed the subject on June 7, 2016, May 3, 2016, April 19, 2016, and May 19, 2015 (staff reports attached).

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Request Council direction.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) City Council Policy #118
- 2) Staff reports for June 21, 2016, June 7, 2016, May 3, 2016, and May 19, 2015
- 3) Minutes of April 19, 2015

COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. 30


ITEM TITLE:

Resolution of the City Council of the City of National City adopting City Council Policy #118 - City Council attendance at staff-level working groups

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 336-4240

APPROVED BY: 

EXPLANATION:

At its June 7, 2016 meeting, the City Council discussed City Council attendance at staff-level working groups and the process to be used to select the members (s) who would attend the working group meetings. The revised policy is provided for City Council's consideration.

The Council previously discussed the subject on June 7, 2016, May 3, 2016, April 19, 2016, and May 19, 2015 (staff reports attached).

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1) City Council Draft Policy #118
- 2) Staff reports for June 7, 2016, May 3, 2016, and May 19, 2015
- 3) Minutes of April 19, 2016

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Council Attendance at Staff-level Working Groups	POLICY # 118
ADOPTED: June 21, 2016	AMENDED:

Background:

The City of National City operates under the council-manager form of government. The council is the legislative body that represents the community, is empowered to formulate citywide policy, and can establish boards, committees, commissions, and other groups. The city council is comprised of the mayor and four councilmembers.

The city manager is responsible for the administration of city affairs, day-to-day operations, implementation of council policies, and is the liaison between the city council and city staff. On occasion and as needed, the city manager may form a working group of subject matter experts to assist in certain matters. Based on the city manager's responsibilities, the working group's need, establishment and composition is determined by the city manager. This type of working group is separate and distinct from a working group or other type of group which is formed by action of the City Council. This Policy is limited to City Manager formed working groups.

The lifespan of a working group can last anywhere between a few months to several years. Such groups have a tendency to develop a quasi-permanent existence when the assigned task is accomplished, hence the need to disband or phase-out the working group once it has achieved its goal(s).

Staff working groups are intended to facilitate the development and completion of established goals and objectives. There may be instances when elected officials may have a particular interest in the subject of the working group and the City Manager may want to provide an opportunity for elected officials to attend the working group meeting(s).

Brown Act Applicability

City Council attendance at working group meetings must be done in compliance with the Brown Act. Generally, any appointed body created by formal action of the City Council is subject to the Brown Act. The Brown Act defines a legislative body to include:

A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have

TITLE: City Council Attendance at Staff-level Working Groups	POLICY # 118
ADOPTED: June 21, 2016	AMENDED:

a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

Government Code § 54952(b).

The Brown Act applies to all groups created by formal action of the legislative body. This includes boards, commissions, committees, volunteer groups, task forces, blue ribbon committees, and working groups.

Advisory committees (composed solely of councilmembers comprising less than a quorum) are not considered legislative bodies subject to the Brown Act unless they are standing committees. Standing committees are subject to the Brown Act. A standing committee (regardless of composition) is defined as having either: 1) a continuing subject matter jurisdiction; or, 2) a meeting schedule fixed by formal action of the legislative body. Accordingly, an advisory committee comprised solely of less than a quorum of the legislative body that serves a limited purpose for a limited time (temporary) is not subject to the Brown Act (commonly referred to as *ad hoc* committees).

Working groups created by staff and whose participants are determined by staff are not subject to the Brown Act. The legislative body must refrain from taking formal action which could be construed as formal action resulting in the creation of a council committee. A body of a city is "created" if the city council "'played a role' in bringing . . . 'into existence' the . . . body." *Californians Aware v. Joint Labor/Management Benefits Committee*, 200 Cal.App.4th 972, 978 (2011). (Group was "created" by city when the city "played a role in bringing" the group into existence even though no formal action by city to establish the group. *Epstein v. Hollywood Entertainment District II Business Improvement District*, 87 Cal.App. 4th 862 (2001)). In the event there is action taken that could be construed as creating a legislative body, such action in conjunction with the composition of a working group including various individuals (not limited to solely councilmembers) would result in the working group becoming a standing committee subject to the Brown Act.

Purpose

To establish a mechanism to determine the councilmember(s) who attend(s) a staff-level working group meeting(s) and the length of time the member(s) would serve in such a role before a rotation, if any, when more than two members have indicated a desire to attend a staff-level working group.

TITLE: City Council Attendance at Staff-level Working Groups	POLICY # 118
ADOPTED: June 21, 2016	AMENDED:

Policy

The criteria in the order provided below will be used to determine which member(s) may attend staff-level working group meetings:

1. Position
2. Seniority
3. Availability
4. Desire

The duration for any one member to serve on an established staff-level working group is for a two (2) year period from date of determination.

Procedure

1. Based on the City Manager's responsibilities, the working group's need, establishment and composition is determined by the City Manager. When the City Manager makes a determination that the working group would benefit from the presence of a councilmember(s), a written request for attendance availability shall be directed to all members of the City Council.

To assist Councilmembers in determining if they have the availability and desire to participate, the request will include a description of the stated purpose of the working group, the anticipated meeting schedule, and the anticipated duration of the working group (if known). The request will also include a deadline for notification of interest.

2. If more than two (2) members of the City Council seek to attend the working group meetings, the City Manager will determine attendees based on the criteria established by this policy.

The City Manager will send written notification to the full City Council of the councilmember(s) attending the working group.

3. Using the criteria established by this policy, the attendees will be rotated after a period of two (2) years if the working group is still in existence, following the same process of notification and selection outlined above. Any such rotation will respect the prohibition against serial meetings.

TITLE: City Council Attendance at Staff-level Working Groups	POLICY # 118
ADOPTED: June 21, 2016	AMENDED:

Related Policy References

City Council Policy #108
National City Municipal Code, Chapter 2.01
Government Code section 34851, et. seq.
Ralph M. Brown Act
Rosenberg's Rules of Order

Prior Policy Amendments

None

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING CITY COUNCIL POLICY NO. 118 PERTAINING TO
CITY COUNCIL ATTENDANCE AT STAFF-LEVEL WORKING GROUPS

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 118, entitled "City Council Attendance at Staff-level Working Groups" is adopted.

PASSED and ADOPTED this 21st day of June, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 7, 2016

AGENDA ITEM NO. 28

ITEM TITLE:

City Council attendance at Staff-level Working Groups and consideration of draft City Council Policy #118

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 336-4240

APPROVED BY: _____

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. N/A

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Council direction requested

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Draft City Council Policy #118
2. May 3, 2016 Staff Report
3. April 19, 2016 Minutes
4. May 19, 2015 Staff Report

Staff Report: City Council Attendance at Staff-level Working Groups and Consideration of Draft City Council Policy #118

At its May 3, 2016 meeting, the City Council directed staff to place an item on a subsequent agenda to discuss councilmember attendance at staff-level working groups, as well as developing a policy or procedure that governs such. The Council previously discussed the subject on May 19, 2015, April 19, 2016, and May 3, 2016 (staff reports attached).

This item provides Council the opportunity to discuss the subject further, as well as a draft policy for Council consideration.

Background

The City of National City operates under the council-manager form of government. The council is the legislative body that represents the community, is empowered to formulate citywide policy, and can establish boards, committees, commissions, and other groups. The city council is comprised of the mayor and four councilmembers.

The city manager is responsible for the administration of city affairs, day-to-day operations, implementation of council policies, and is the liaison between the city council and city staff. On occasion and as needed, the city manager may form a working group of subject matter experts to assist in certain matters. Based on the city manager's responsibilities, the working group's need, establishment and composition is determined by the city manager. This type of working group is separate and distinct from a working group or other type of group which is formed by action of the City Council. This Policy is limited to City Manager formed working groups.

The lifespan of a working group can last anywhere between a few months to several years. Such groups have a tendency to develop a quasi-permanent existence when the assigned task is accomplished, hence the need to disband or phase-out the working group once it has achieved its goal(s).

Staff working groups are intended to facilitate the development and completion of established goals and objectives. There may be instances when elected officials may have a particular interest in the subject of the working group and the City Manager may want to provide an opportunity for elected officials to attend the working group meeting(s).

Brown Act Applicability

City Council attendance at working group meetings must be done in compliance with the Brown Act. Generally, any appointed body created by formal action of the City Council is subject to the Brown Act. The Brown Act defines a legislative body to include:

A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

Government Code § 54952(b).

The Brown Act applies to all groups created by formal action of the legislative body. This includes boards, commissions, committees, volunteer groups, task forces, blue ribbon committees, and working groups.

Advisory committees (composed solely of councilmembers comprising less than a quorum) are not considered legislative bodies subject to the Brown Act unless they are standing committees. Standing committees are subject to the Brown Act. A standing committee (regardless of composition) is defined as having either: 1) a continuing subject matter jurisdiction; or, 2) a meeting schedule fixed by formal action of the legislative body. Accordingly, an advisory committee comprised solely of less than a quorum of the legislative body that serves a limited purpose for a limited time (temporary) is not subject to the Brown Act (commonly referred to as *ad hoc* committees).

Working groups created by staff and whose participants are determined by staff are not subject to the Brown Act. The legislative body must refrain from taking formal action which could be construed as formal action resulting in the creation of a council committee. A body of a city is "created" if the city council "played a role" in bringing . . . 'into existence' the . . . body." *Californians Aware v. Joint Labor/Management Benefits Committee*, 200 Cal.App.4th 972, 978 (2011). (Group was "created" by city when the city "played a role in bringing" the group into existence even though no formal action by city to establish the group. *Epstein v. Hollywood Entertainment District II Business Improvement District*, 87 Cal.App. 4th 862 (2001)). In the event there is action taken that could be construed as creating a legislative body, such action in conjunction with the composition of a working group including various individuals (not limited to solely councilmembers) would result in the working group becoming a standing committee subject to the Brown Act.

Staff Recommendation: Council direction requested

Attachments:

1. Draft City Council Policy
2. May 3, 2016 – Staff Report
3. April 19, 2016 – Minutes
4. May 19, 2015 – Staff Report

Title: City Council Attendance at Staff-level Working Groups

Background:

The City of National City operates under the council-manager form of government. The council is the legislative body that represents the community, is empowered to formulate citywide policy, and can establish boards, committees, commissions, and other groups. The city council is comprised of the mayor and four councilmembers.

The city manager is responsible for the administration of city affairs, day-to-day operations, implementation of council policies, and is the liaison between the city council and city staff. On occasion and as needed, the city manager may form a working group of subject matter experts to assist in certain matters. Based on the city manager's responsibilities, the working group's need, establishment and composition is determined by the city manager. This type of working group is separate and distinct from a working group or other type of group which is formed by action of the City Council. This Policy is limited to City Manager formed working groups.

The lifespan of a working group can last anywhere between a few months to several years. Such groups have a tendency to develop a quasi-permanent existence when the assigned task is accomplished; hence the need to disband or phase-out the working group once it has achieved its goal(s).

Staff working groups are intended to facilitate the development and completion of established goals and objectives. There may be instances when elected officials may have a particular interest in the subject of the working group and the City Manager may want to provide an opportunity for elected officials to attend the working group meeting(s).

Brown Act Applicability

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A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a

legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

Government Code § 54952(b).

The Brown Act applies to all groups created by formal action of the legislative body. This includes boards, commissions, committees, volunteer groups, task forces, blue ribbon committees, and working groups.

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Working groups created by staff and whose participants are determined by staff are not subject to the Brown Act. The legislative body must refrain from taking formal action which could be construed as formal action resulting in the creation of a council committee. A body of a city is "created" if the city council "played a role" in bringing . . . 'into existence' the . . . body." *Californians Aware v. Joint Labor/Management Benefits Committee*, 200 Cal.App.4th 972, 978 (2011). (Group was "created" by city when the city "played a role in bringing" the group into existence even though no formal action by city to establish the group. *Epstein v. Hollywood Entertainment District II Business Improvement District*, 87 Cal.App. 4th 862 (2001)). In the event there is action taken that could be construed as creating a legislative body, such action in conjunction with the composition of a working group including various individuals (not limited to solely councilmembers) would result in the working group becoming a standing committee subject to the Brown Act.

Purpose

To establish a policy that provides a mechanism to select the councilmember(s) to attend a staff-level working group meeting(s) and the length of time the member(s) would serve in such a role before a rotation, if any, when more than two members have indicated a desire to attend a staff-level working group.

Policy

There are a number of methods or procedures that could be used to determine which member(s) would attend staff-level working group meetings and duration of participation.

- Draw straws
- Flip a coin (coin toss)
- Draw names from box
- By seniority

The city clerk is designated as the facilitator of the city council's preferred method of selection.

Related Policy References

City Council Policy #108

National City Municipal Code, Chapter 2.01

Government Code section 34851, et. seq.

Ralph M. Brown Act

Rosenberg's Rules of Order

Prior Policy Amendments

None

COUNCIL AGENDA STATEMENT

MEETING DATE: May 3, 2016

AGENDA ITEM NO 19

ITEM TITLE:

City Council discussion and direction on City Council participation on staff working groups, and more specifically, the National City/Port of San Diego Working Group.

PREPARED BY: Leslie Deese, City Manager

PHONE: 336-4240

DEPARTMENT: City Manager

APPROVED BY: _____

EXPLANATION:

At its April 19, 2016 meeting, the City Council directed staff to place an item on the May 3, 2016 agenda to discuss councilmember participation on staff working groups, and specifically, the National City/Port of San Diego Working Group. The Council also discussed a possible policy or procedure that governs councilmember(s) participation on working groups.

The City Council last discussed the subject of city ad-hoc committees and working groups on May 19, 2015 (see attached). While no action was taken by the Council at that time, based on discussion at the meeting, the City Attorney subsequently provided a memo to the Council addressing serial meetings and the Brown Act.

This item provides the Council with the opportunity to further discuss councilmember participation on the City/Port working group.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Council direction requested.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Agenda item from May 19, 2015

STAFF REPORTS (cont.)

AQUATIC CENTER ADMIN (702-13-1)

24. Update on Negotiations with Southwestern College to Operate the National City Aquatic Center. (Community Services)
Brad Raulston, Executive Director reported that the Southwestern College Board deferred direction to staff to a future meeting when they intend to bring back a refined staff report proposing a pilot program for Southwestern College to operate the Aquatic Center. In the interim, staff is working to program the facility with contract instructors and other suitable users based on a Facilities Use Permit that would allow the facility to be used during the summer. The goal is to open the facility on June 8th or 9th.

KIMBALL PARK / SKATE PARK ADMIN (702-1-1)

25. Update on Skate Park Opening. (Engineering)
Steve Manganiello, City Engineer/Public Works Director announced that the Skate Park will officially open to the public on April 20th and there will be a formal grand opening event in conjunction with Movies in the Park on June 10th.

MAYOR AND CITY COUNCIL

Member Mendivil reported that he participated with Police Department as a volunteer for Dream Center along with others in the river bottom dealing with the homeless and found it very rewarding. Mr. Mendivil suggested inviting the National School District Mariachi group to perform at a Council meeting and be recognized, and reminded everyone that the National Day of Prayer is May 5th in Kimball Bowl.



Member Mendivil made a motion, seconded by Cano, that staff bring back at the next meeting an agenda item to discuss the Port Staff Committee and how it is that elected members can participate in that committee. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

Member Sotelo-Solis said she attended the Environmental Health Coalition Gala; testified before the Legislature on the Environmental Justice Bill and spoke at the San Diego Leadership Alliance. Member Sotelo-Solis said she was interested in an in-house Economic Development person; looking into securing a grocery store on the west side and had invited a representative from SANDAG to make a presentation to Council on crime statistics.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

City of National City Ad-Hoc Committees and Working Groups

PREPARED BY: Leslie Deese, City Manager



DEPARTMENT: City Manager

PHONE: 336-4240

APPROVED BY: _____

EXPLANATION:

Please see attached Staff Report

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Request Council direction

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report

Staff Report: City of National City Ad-Hoc Committees and Working Groups

At the May 5, 2015 City Council meeting, Councilmember Sotelo-Solis requested staff prepare a report on National City ad-hoc committees and working groups. The purpose of this report is to respond to the councilmember's request and provide a summary of the City's ad-hoc committees and working groups.

Ad-Hoc Committees:

The City of National City has seven (7) established Boards, Commissions, and Committees as set forth in Title 16 of the Municipal Code. National City also has a number of ad-hoc committees which are temporary advisory committees consisting of council members of less than a quorum, generally short-term in nature, and formed by the City Council for a specific purpose. These temporary committees composed solely of two council members are generally not considered a legislative body under the Brown Act. Ad hoc committees are supported by staff.

Recent ad-hoc committees include:

- Tobacco (Smoke-Free) Committee
- Nutrition Center Sustainability Committee
- Special Events Committee
- Parks & Facilities Committee
- Investment and Bond Committee
- War Memorial Committee

Each of the ad-hoc committees noted above is comprised of two councilmembers with the exception of the War Memorial Committee which is comprised of community members, military veterans, and City staff.

Working Groups:

National City also has staff-initiated working groups that are comprised of representatives from City staff that may include staff from other agencies, and participates in working groups created by, or in cooperation with, other agencies. A working group is defined as an ad-hoc group of subject-matter experts working together on more of an ongoing nature in order to achieve specified goals.

Recent working groups include:

- National City Homeless Committee
- Tow Contract RFP Working Group
- National City/Port of San Diego/Bay Front Master Plan

The National City Homeless Committee is comprised of staff from numerous city departments. The National City/Port of San Diego working group includes City staff, Port staff, National City Port Commissioner, and two Councilmembers.

The following page(s) contain the backup material for Agenda Item: City Council discussion of term limits for City Council members. (City Manager, City Clerk and City Attorney) **Continued from Council meeting of 6/21/16**

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

City Council discussion of term limits for City Council members

PREPARED BY: Leslie Deese, City Manager, 619-336-4242

DEPARTMENT: City Manager

PHONE: Claudia Silva, City Attorney, 619-336-4222
Mike Dalla, City Clerk, 619-336-4226

APPROVED BY: 

EXPLANATION:

Please see attached.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Request Council direction.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) Staff Report
- 2) Staff Report for June 21, 2016
- 3) Election History for Mayor and City Council
- 4) Legislative History – Voter Approved Term Limits for the Office of Mayor
- 5) National City Municipal Code Section 2.72.01 for the Office of the Mayor

City Council Discussion of Term Limits for City Council Members

At the regular meeting of June 21, 2016, the City Council voted to continue this item to the August 16, 2016 Council meeting. For Council's reference, the City Clerk has also provided the attached Election History for the positions of Mayor and Council.

Background:

At the June 7, 2016 City Council meeting, Councilmember Mendivil requested that staff return with a discussion item at the next regular meeting on term limits for city council members. Thereafter, on June 21, 2016, the City Council voted to continue this item to August 16, 2016. Should the City Council desire such a change, it can only be done through a voter approved ballot measure.

Government Code section 36502 addresses term limits. Section 36502(b) provides in relevant part that "the city council of a general law or charter city may adopt or the residents of the city may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve. Any proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless it is submitted to the electors of the city at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal."

As discussed in the June 21 staff report, under the provisions of the code and the election calendar, the deadline for proposed measures, ordinances and all election related resolutions for the November, 2016 Ballot was August 12, 2016.

For Council's reference, attached is National City Municipal Code 2.72.010 – Term limit for the Office of Mayor, which came into effect in 2004 and applied to full terms commencing after the November 2, 2004 General Municipal Election.

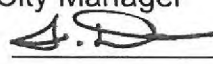
COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. 33

ITEM TITLE:

City Council discussion of term limits for City Council members

PREPARED BY: Leslie Deese, City Manager, 619-336-4242 DEPARTMENT: City Manager
PHONE: Claudia Silva, City Attorney, 619-336-4222 APPROVED BY: 
Mike Dalla, City Clerk, 619-336-4226

EXPLANATION:

Please see attached,

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Request Council direction.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1) Staff Report
- 2) National City Municipal Code Section 2.72.010 – Term limit for the Office of the Mayor

City Council Discussion of Term Limits for City Council Members

At the June 7, 2016 City Council meeting, Councilmember Mendivil requested that staff return with a discussion item at the next regular meeting on term limits for City Council members. Should the Council desire such a change, it can only be done through a voter approved ballot measure. In order to appear on the November 2016 Ballot, the text of a proposed measure and ordinance, in addition to all election related resolutions, would need to be adopted by August 2, 2016.

Government Code section 36502 addresses term limits. Section 36502(b) provides in relevant part that "the city council of a general law or charter city may adopt or the residents of the city may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve. Any proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless it is submitted to the electors of the city at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal."

For Council's reference, attached is a copy of National City Municipal Code Section 2.72.010 – Term limit for the Office of Mayor, which came into effect in 2004 and applied to full terms commencing after the November 2, 2004 General Municipal Election.



**City of National City
Office of the City Clerk**

1243 National City Blvd., National City, CA 91950-4397
619-336-4226 619-336-4229 fax

Michael R. Dalla – City Clerk

August 9, 2016

TO: Mayor Morrison
Vice Mayor Cano
Council Member Mendivil
Council Member Rios
Council Member Sotelo-Solis

FROM: Michael Dalla, City Clerk

SUBJECT: Election History for Mayor and City Council

On June 6th, I provided you with a report on the Legislative History for the Voter Approved Term Limits for the Office of Mayor adopted in 2004. A copy of that report is attached for reference (see Exhibit "A").

At that June 7th meeting of the City Council, a question were posed as to why term limits exist for the Office of Mayor and not for the City Council? It was requested that the matter be placed on a future Council agenda. At the August 2nd City Council meeting the item was continued to allow more time for discussion.

In order to begin to answer the question posed, it may be helpful to know not only the Legislative History for Mayoral term limits but to also review the actual Election History for both the Mayor and City Council.

Election History for the Office of Mayor

During the 36-year period from 1966 to 2002, a total of two individuals were elected to the Office of Mayor with both serving four or more consecutive terms. A short time after the conclusion of that 36 year period, voters were asked if they wanted to have Mayoral term limits which they approved.

The term limit question was placed on the 2004 ballot at the request of Mayor Nick Inzunza. Prior to that time, there is no record of any formal or informal request from the public or City Council to place a term limit measure on the ballot.

Elected terms in office for Mayor during the 52-year period from 1966 to 2018 are detailed below:

<u>Term</u>	<u>Mayor</u>	<u>Number of Terms</u>
1966 – 1986	Kile Morgan	5 consecutive terms (20 years)
1986 – 2002	George Waters	4 consecutive terms (16 years)
2004 - BALLOT	TERM LIMITS APPROVED	
2002 – 2006	Nick Inzunza	1 term (4 years)
2006 – 2018	Ron Morrison	3 consecutive terms (12 years)

Election History for the Office of City Council

During the 56 year period from 1960 to 2016, a total of three Council Members were elected to **more** than three consecutive terms in office; three Council Members were elected to three consecutive terms and 18 Council Members were elected to two terms or less.

A term limit for the City Council of three consecutive terms was considered in 2004. However, the City Council chose to not place the matter on the ballot. There is no record of any formal or informal request from the public to place a City Council term limit measure on the ballot.

City Council Elected Terms during the 56-year Period 1960 to 2016:

- Number of Council Members elected to **more** than 3 consecutive terms 3
- Number of Council Members elected to 3 consecutive terms 3
- Number of Council Members elected to 2 terms or less 18

Why Term Limits for Mayor and Not for City Council?

It would be presumptuous to offer a definitive answer to the question; however, the election history cited above does provide a couple of key points to consider.

First of all, having only two individuals serve as Mayor during a 36 year period, both of them serving four or more consecutive terms ending in 2002, was fresh on the mind of voters when they were asked in 2004 if they wanted Mayoral term limits.

Secondly, the City Council, by contrast has not experienced the same frequency of consecutive elected terms as did Mayors from 1966 to 2002. During the past 56 years only three out of 24 Council Members have been elected to more than three consecutive terms in office. It is no less interesting to note that the current City Council has two members serving their first term and two members serving their second term.



**City of National City
Office of the City Clerk**

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Michael R. Dalla – City Clerk

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EXHIBIT “A”

June 6, 2016

TO: Mayor Morrison
Vice Mayor Cano
Council Member Mendivil
Council Member Rios
Council Member Sotelo-Solis

FROM: Michael Dalla, City Clerk

SUBJECT: Legislative History – Voter Approved Term Limits for the Office of Mayor

Inquiries have been made regarding the legislative history and record that culminated in the 2004 voter established term limits for the Office of Mayor. The relevant record is summarized on the following pages.

PROPOSAL

In June of 2004 Mayor Nick Inzunza submitted a proposal to the City Council that included: a) a modified retirement (deferred benefit) plan for the Mayor; b) Term limits for the Mayor; c) campaign contribution limits for local elections, and d) establishing a code of ethics for elected officials.

After consultation with the California Public Agency Retirement System (PARS), it was determined that the proposed PARS deferred benefit retirement plan for the Mayor could not be implemented unless it also included the City Clerk and City Treasurer.

CITY COUNCIL MEETING - JUNE 6, 2004

Item Number 19 on the June 6, 2004 City Council Agenda:

Resolution 2004-123: ORDERING THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF NATIONAL CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 2, 2004, RELATING TO AN ORDINANCE IMPOSING A TERM LIMIT (TWO TERMS) FOR THE OFFICE OF MAYOR TOGETHER WITH A DEFINED BENEFIT RETIREMENT PLAN FOR THE INCUMBENT MAYOR, CITY TREASURER AND CITY CLERK, ESTABLISHING A CODE OF ETHICS FOR ELECTED OFFICIALS OF THE CITY, AND IMPOSING CAMPAIGN CONTRIBUTION LIMITS.

The City Council took the following action on the item:

ACTION: Motion by Parra, seconded by Natividad, to continue this item in order to allow time to work out the details. Carried by unanimous vote.

CITY COUNCIL MEETING - JUNE 20, 2004

Item Number 20 on the June 20, 2004 City Council Agenda:

Resolution 2004-132: ORDERING THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF NATIONAL CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 2, 2004, RELATING TO AN ORDINANCE IMPOSING A TERM LIMIT (TWO TERMS) FOR THE OFFICE OF MAYOR TOGETHER WITH A DEFINED BENEFIT RETIREMENT PLAN FOR THE INCUMBENT MAYOR, CITY TREASURER AND CITY CLERK, ESTABLISHING A CODE OF ETHICS FOR ELECTED OFFICIALS OF THE CITY, AND IMPOSING CAMPAIGN CONTRIBUTION LIMITS.

The City Council took the following action on the item:

ACTION: Motion by Natividad, that the Resolution be split into four parts and be taken up separately. Motion died for lack of a second.

Motion by Inzunza, seconded by Natividad, to scrap the retirement portion of the Resolution. Carried by unanimous vote.

Motion by Natividad, seconded by Inzunza to place a term limit measure on the ballot calling for a two four-year term limit for the Mayor and a three four-year term limit for the City Council. The motion was clarified to mean that a termed-out incumbent would be required to sit out one election cycle before being eligible to seek election. Vice Mayor Parra requested the motion be split into two separate motions; term limits for the Mayor and term limits for the City Council. The maker and second agreed. The first part of the divided motion, to place on the ballot a measure calling for a three-term limit for the City Council, was approved by the following vote, to-wit: Ayes: Inzunza, Natividad, Parra. Nays: Morrison, Ungab. Absent: None. Abstain: None. The second part of the divided motion, to place on the ballot a measure calling for a two-term limit for the Office of Mayor, was approved by the following vote, to-wit: Ayes: Inzunza, Morrison, Natividad, Parra. Nays: Ungab. Absent: None. Abstain: None.

Motion by Inzunza, that we include in the ballot measure some language asking voters if the City should have an ethics code that applies to the Mayor and Council. Died for lack of a second.

Motion by Inzunza, second by Parra, to conduct a mandatory workshop in 60 days to discuss ethics code and campaign contribution limits. Carried by unanimous vote.

CITY COUNCIL MEETING - AUGUST 3, 2004

Item Number 24 on the August 3, 2004 City Council Agenda:

Resolution No. 2004-150: ORDERING THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF NATIONAL CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 2, 2004, RELATING TO AN ORDINANCE IMPOSING A TERM LIMIT (THREE CONSECUTIVE TERMS) FOR THE OFFICE OF CITY COUNCILMEMBER.

The City Council took the following action on the item:

ACTION: Motion by Inzunza, to approve the Resolution. Motion died for lack of a second.

Motion by Natividad, seconded by Parra, to not adopt the Resolution. Carried by the following vote, to-wit: Ayes: Morrison, Natividad, Parra, Ungab. Nays: Inzunza. Absent: None. Abstain: None.

Item Number 26 on the August 3, 2004 City Council Agenda:

Resolution No. 2004-152: ORDERING THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF NATIONAL CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 2, 2004, RELATING TO AN ORDINANCE IMPOSING A TERM LIMIT (TWO CONSECUTIVE TERMS) FOR THE OFFICE OF THE MAYOR.

The City Council took the following action on the item:

ACTION: Motion by Morrison, seconded by Parra, to amend the Resolution to reflect a 3-term limit and approve the Resolution as amended. Carried by the following vote, to-wit: Ayes: Inzunza, Morrison, Parra, Ungab. Nays: Natividad. Absent: None. Abstain: None.

ELECTION DAY - NOVEMBER 4, 2004

The following Proposition was voted on by National City Voters.

PROPOSITION T "Shall an ordinance be adopted imposing a term limit of three consecutive terms for the Office of Mayor?"

No arguments were submitted in favor of the Proposition.

No arguments were submitted in opposition to the Proposition.

The Proposition was approved:

6916 **YES** Votes 70%

2971 **NO** Votes 30%

Approval of Proposition T added a new Chapter to the Municipal Code

Chapter 2.72 TERM LIMIT FOR THE OFFICE OF MAYOR

2.72.010 Term limit for the office of Mayor. No person shall be eligible for nomination and election to the office of Mayor for more than three (3) consecutive terms, and no person who has held the office of Mayor for three (3) consecutive terms, may again seek nomination and election to the office of Mayor until one (1) election cycle following the termination of the third term for Mayor has elapsed; provided, however, that any person who is appointed by the City Council to fill the office of Mayor or elected in a special election for the balance of a regular term of Mayor for a period of two (2) years or less may seek nomination and election for three (3) full terms thereafter. This Section shall apply prospectively to full terms commencing after the November 2, 2004 General Municipal Election.

2.72.010 - Term limit for the office of mayor.

No person shall be eligible for nomination and election to the office of mayor for more than three consecutive terms, and no person who has held the office of mayor for three consecutive terms, may again seek nomination and election to the office of mayor until one election cycle following the termination of the third term for mayor has elapsed; provided, however, that any person who is appointed by the city council to fill the office of mayor or elected in a special election for the balance of a regular term of mayor for a period of two years or less may seek nomination and election for three full terms thereafter. This section shall apply prospectively to full terms commencing after the November 2, 2004 general municipal election.

(Ord. 2257 § 1, 2004)